SHL
WITHDRAWN

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The Solicitors' Journal

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The Solicitors' Journal

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Current Topics.

Honorary Benchers.

THE election of the American ambassador as an honorary bencher of the Middle Temple is a pleasing illustration of that freemasonry which obtains in the profession regardless of nationality. At the same time it carries on a tradition of some years' standing by which each successive diplomatic representative of the United States in this country—and most of these during recent times have belonged to the legal profession—has been co-opted members of the bench of the Middle Temple between which and the United States and their predecessors in title the links of association have been strong and intimate. The first to be so connected with the Inn was the late Mr. JOSEPH CHOATE, who was invited to become a bencher in the year 1905. During his residence in this country few things gave Mr. CHOATE so much pleasure, and, as in some measure to testify his sense of the kindly feeling thus shown towards him and the country which he so ably represented, he presented the Inn with a magnificent collection of American legal literature which has proved of great value to many of the members. Since then other distinguished members of the United States Bar have been elected honorary benchers, including Mr. J. W. DAVIS, Mr. FRANK B. KELLOG, General DAWES, and of the judges, the late Chief Justice TAFT and his successor, Chief Justice HUGHES, whose magnificent address in Westminster Hall on the occasion of the visit some years ago of the Canadian and United States Bars must be still fresh in the minds of all who were fortunate to be present on that auspicious day. At the other Inns of Court the presence of representative members of the law from among our kin beyond sea is not so marked in the lists of their honorary benchers, but Lincoln's Inn is justly proud to number among its members the doyen of American lawyers, one whom we in this country recognise among the greatest jurists of the age—we mean the veteran ex-judge OLIVER WENDELL HOLMES, whose early work on "The Common Law" is a classic contribution to the subject, learned and at the same time marked by that grace of style which we expected from the son of that exquisite writer, the author of the "Autocrat of the Breakfast Table," and its companion volumes. Gray's Inn numbers among its benchers Mr. JAMES M. BECK, formerly Solicitor-General of the United States, and an orator of rare force. His case is unique, for he was admitted a member of the Inn and called to the Bar specially to be able to appear for his country in an appeal to the Privy Council some years ago.

The Metropolitan Police Report.

CONSIDERABLE progress is recorded in the third annual report of the Commissioner of Police of the Metropolis covering the year 1933 (Cmd. 4562) in the direction of completing the programme of reforms initiated in the preceding year. Reorganisation has been proceeding at headquarters, one additional assistant commissioner having been appointed, and the headquarters of the four districts having been reinforced. A start has been made with the appointment of a "Chief Inspector for Crime" in each division. The recruitment of constables on the short service basis has begun, and the gratuities system, under which private persons employed policemen in their spare time by direct payment, is expected to come to an end within three or four months. After that, such police as are necessary will be supplied on payment to the police funds at the approved rates. The report also describes the uncomfortable conditions prevailing in the section houses, in which over 4,000 single policemen live, and proposes that two new section houses should be provided at an early date. With regard to crime detection the report notes with satisfaction the supply and organisation of mechanical aids such as motor cars and wireless. It states that there has been a 23 per cent. drop in motor car stealing, partly due to police vigilance, but principally due to the fact that more cars left in the streets nowadays are rendered temporarily undrivable in some way or other. "Smash and grab" raids have also declined by over 40 per cent., due partly to the greater precautions taken by jewellers and others who exhibit valuable property in their shops. The proportion, however, of breakings and larcenies which are not cleared up is still distinctly high. The suggestion with regard to youthful offenders that the drift into criminal habits is due to lack of employment on leaving school is borne out by an analysis recently made at Scotland Yard, which shows that whereas in 1927 39·2 per cent. of the men newly convicted were under twenty-five, in 1932 the number under twenty-five had risen to 50·9 per cent. The total number of indictable crimes recorded in 1933 is stated to be 83,668, and the number of persons proceeded against for these crimes was stated to be 14,861 in 1933 as against 14,748 in 1932. The number of burglaries, housebreakings and other breakings in 1933 was 13,215, compared with 13,821 in 1932, while embezzlements rose from 666 in 1932 to 768 in 1933, and offences of obtaining goods by false pretences from 1,547 in 1932 to 2,170 in 1933. During 1933 there were 55,281 summonses for traffic offences, 40,509 written cautions, and 292,439 verbal warnings. Over

10,000 firearms were surrendered during the year. The record of the force during the year is, in the face of numerous difficulties, one which does great credit to the Commissioner. The Metropolitan Police Force enjoys a world-wide reputation for courtesy and efficiency, and the completion of the reforms so promptly initiated by Lord TRENCHARD will considerably enhance that reputation.

The Betting and Lotteries Bill.

THE Betting and Lotteries Bill did not have a very good press for its introduction, and now that it has been printed, perusal of its clauses is not calculated to diminish the volume of criticism which it has encountered. Without going into its details, the Bill appears to be defective in two opposite directions; it contains what appears to be a most complicated web of restrictions on the operation of dog racing tracks, and it does not cover wide enough ground. It deals mainly with betting on dog tracks and lotteries, except for the one clause declaring that the law as laid down in *Attorney-General* v. *Racecourse Betting Control Board* (now, we believe, on its way to the Court of Appeal) is correct, and that the board has always been able to collect bets from outside the course, and to pay commission to its agents for so doing. The policy of the Bill appears to be to recognise that dog racing as a cheap and exciting sport has come to stay, but that as it cannot be conducted at a profit without betting, and it would be unfair to its patrons to deprive them of facilities for that purpose, either through bookmakers or the totalisator, betting must be permitted, but at the same time hedged about with a number of restrictions, enforceable by *ad hoc* licensing authorities, the chief of which is that dog racing may only be permitted on two days of each week, and those two days must be the same for all the tracks within each licensing area. If dog tracks are to be recognised by the law, their regulation and conduct had better be left in the hands of the responsible authority governing the sport, under which undesirable tracks would not survive very long. The Bill, however, is really piecemeal legislation, for it makes no attempt to clear up the inextricable muddling of the gambling laws, with its "lawful games" made unlawful by being played in "gaming houses," or anywhere except in private houses. Any law which has become so absurd that it cannot be enforced, except sporadically, ought to be repealed. *Jenks* v. *Turpin*, 13 Q.B.D. 505, the leading case on the subject, dealt with a gaming house at which baccarat, admittedly a game of almost pure chance, was played. But the law there laid down makes no distinction between baccarat, and such a game (then unknown) as bridge. Apart from chess, draughts and billiards, and such like, there are no games of pure skill in existence. The only logical division, which we submit the law ought to recognise, is that between games where chance predominates over skill, such as baccarat and chemin-de-fer, and games where in the long run the skilled player is bound to win, more especially where, as in the case of a whist drive, or a bridge congress, such as the police authorities turned away from Harrogate, the element of chance is largely eliminated by being distributed over a number of competitors. These games might well be recognised as games of skill and legalised. Since the above was written, the Bill has been amended on the second reading in the House of Lords by dropping clause 3, which prohibited what is known as "pool" betting off the course, and giving licensing authorities a discretion to fix any two days a week for racing on dog tracks in their areas.

The Subject *v.* The Crown.

THE correspondence spasmodically appearing in *The Times* anent the old-standing problem of the rights of the subject against the Crown has lately taken a more insistent tone, and the Ministers Powers Committee appointed by the present Lord Chancellor having long since given an emphatic expression of opinion that the remedy of a subject against the Crown (to wit against the Executive Government) is less complete than the remedy of one subject against another, there seems to be no valid reason against the introduction, as soon as the state of public business admits of it, of the Bill which the Lord Chancellor himself hoped would be introduced dealing with the matter. It is pointed out by one distinguished correspondent (Sir A. T. WILSON, M.P.) that in July, 1928, the Chairman of the Bar Council and the President of The Law Society took the "almost unprecedented" step of writing a joint letter drawing attention to the matter and condemning the present state of affairs in measured though strong language, which drew editorial approval and that of eminent authorities who wrote in support. Apparently the powers that be have not satisfied themselves that sufficient general assent exists in Parliament to justify the introduction of a Bill on the subject. If it be that the responsibility lies with the Attorney-General we cannot help thinking that he is somewhat lacking in courage in this respect. As Sir A. T. WILSON has pointed out, the proposed legislation is backed by the Lord Chancellor; it has been demanded by the united voice of the Bar Council and The Law Society; the need for it has been stressed by the Lord Chief Justice and many other eminent judges sitting on the Privy Council, in the House of Lords, in the Court of Appeal and in both the Chancery and King's Bench Divisions of the High Court. It can hardly be that the much abused lack of parliamentary time excuse can be applied in respect of a reform the need for which has been so long apparent. The question is, therefore, why the delay, and what can be done to remove it?

Incitement to Disaffection.

THE Incitement to Disaffection Bill, which passed its second reading in the House of Commons on 16th April, has as its object the making of "better provision for the prevention and punishment of endeavours to seduce members of His Majesty's Forces from their duty or allegiance." This is declared to be an offence by clause 1, which also prohibits the possession or control, without lawful excuse, of any document of such a nature that the dissemination of copies among members of His Majesty's Forces would cause such an offence. Attempts to commit, or acts preparatory to committing such offences are also prohibited. Clause 2 provides that if a justice of the peace is satisfied by information on oath that there is reasonable ground for suspecting that an offence under this Act has been committed, he may grant a search warrant authorising any constable named therein to enter at any time, if necessary by force, any premises or place named in the warrant, and to search the premises or place and every person found therein, and to seize anything found on the premises or place or on any such person which he has reasonable ground for suspecting to be evidence of the commission of such an offence. The maximum penalty for a conviction or indictment of an offence under the Act is to be two years' imprisonment or a fine of £200 or both, and on summary conviction the maximum penalty is to be three months' imprisonment or a fine of £50 or both. The court is to be given power to order any documents connected with the offence to be destroyed or otherwise dealt with. The Bill is to some extent a repetition of s. 1 of the Incitement to Mutiny Act, 1797, but is also apparently inspired by the result of the recent case of *Elias & Others* v. *Pasmore & Others* (see 78 SOL. J. 53, 54, 104), in which certain persons who had been charged with incitement to disaffection successfully claimed damages from the Commissioner and two inspectors of the Metropolitan Police for trespass and detention of documents and an order for the return of the documents. Those who are jealous of individual liberty will, no doubt, carefully watch the progress of the new measure, but there can be few who will deny that the seriousness of the offence may justify exceptional powers.

Endorsement of Cheques—Liability of Bankers.

A CASE of interest and importance to the banking and commercial world in general was recently decided in the Court of Session in Scotland: *Godfrey Phillips, Ltd.* v. *The Italian Bank, Ltd.* (1934), S.L.T. 78.

The plaintiffs, who are wholesale tobacconists, sued the defendants, a banking company in Glasgow, for the amount of five cheques, three crossed and two uncrossed, drawn upon the defendants in favour of the plaintiffs. These cheques were collected from customers of the plaintiffs by one of their travellers named James Moyes in payment of amounts due to the plaintiffs by their customers. The first three cheques were crossed and the remaining two uncrossed. Moyes endorsed each of them with the plaintiffs' name, adding thereto his own signature, presented them at the defendants' office in Argyle-street, Glasgow, received payment in cash, and applied the proceeds to his own purposes. Moyes had no authority from the plaintiffs to cash cheques drawn in their favour. It was not, however, disputed that the defendants paid the cheques in good faith. The bank were found liable in respect of all the five cheques.

As regards the three crossed cheques, the plaintiffs founded on s. 79 (2) of the Bills of Exchange Act, 1882, and the judge, Lord Wark, held that the section in question applied to the circumstances of the case. His lordship rejected a plea by defendants' counsel based on *Meyer & Co.* v. *Sze Hai Tong Banking and Insurance Co.* [1913] A.C. 847, on the ground that the circumstances of that case were very special, the employee having ostensible authority to receive payment as he did, and the Privy Council holding that his employers were estopped from denying his authority so to receive payment. Lord Wark stated that there was no ground for suggesting that Moyes was held out to the defendants as having any authority to cash their cheques. He added that the fact that cheques were repeatedly paid by the defendants to Moyes over a considerable period of time did not appear to him to afford any defence and referred in this connection to *Bank of Montreal* v. *Dominion Gresham Guarantee and Casualty Co.* [1930] A.C. 659.

The defence in respect of the two uncrossed cheques was founded on s. 60 of the Bills of Exchange Act, 1882, but the plaintiffs maintained that the Bank were not entitled to the benefit of the section in respect (1) that payment was not in the ordinary course of business, and (2) that the endorsement made by Moyes was not an endorsement of or purporting to be made by the payee in the sense of the section. His lordship held that the two points, although formally separable, are not really so, and that, if the endorsement made by Moyes was not an endorsement purporting to be made by the payee, payment of the cheque to him could not be said to be in the ordinary course of business.

Lord Wark then considered the well-known case of *Charles* v. *Blackwell* (1876), 1 C.P.D. 548 and (1877), 2 C.P.D. 151 (endorsement "S. & Co. *per* S. K. Agent"), where the bankers were held not liable. His lordship distinguished it on the ground that the endorsement made by Moyes did not bear to be made for or on behalf of or *per* procuration of the Company, nor did it specify any official designation. He held that this was not, on the face of it, an endorsement purporting to be made by the company or by any one authorised by them, that the defendants were negligent in paying on such an endorsement without first communicating with the company, and that, therefore, the payment was not made in the ordinary course of business.

Mr. Hugh Alfred Anderson, solicitor, of Coleraine, left personal estate in Great Britain and Northern Ireland valued at £14,054.

The Trade Marks Report.

ON 30th January, 1933, it was announced that the Board of Trade had appointed a Departmental Committee under the chairmanship of Lord Goschen to consider and report whether any, and if so what, changes in the existing law and practice relating to trade marks were desirable. The Committee published an unanimous report on 28th April (Cmd. 4568) recommending radical alterations in the present law. Some of these changes, states the Report, notably those relating to the assignment of trade marks and to the registration of users of registered trade marks, relate to matters of considerable importance and urgency to the commercial and industrial interests concerned.

The requirement that the goodwill of the business be transferred on the assignment of a trade mark is stated to be unduly restrictive in the circumstances of modern business, and should, in the interests of trade, be done away with altogether. (See Trade Marks Act, 1905, s. 22, and Trade Marks Act, 1919, s. 12, Sched. 2.) It is suggested that a trade mark should be validly assignable for a part only of the goods for which it is registered, provided that there does not arise, by reason of such assignment or transmission, a right for more than one independent proprietor to use the mark or a similar mark for the same goods or description of goods so as to be likely to deceive or cause confusion. It is also recommended that the provisions allowing this greater freedom of assignment should be retrospective.

With regard to the existing restrictions on the use of registered trade names by persons other than the proprietor (Trade Marks Act, 1905, ss. 39 and 41), it is stated that provision should be made for the registration under proper safeguards of persons authorised by a proprietor to use his registered trade mark. The existing requirement of two years' user for registration in Part B of the Trade Marks Register (Trade Marks Act, 1919, s. 2) should be abolished and, as far as distinctiveness is concerned, it should be sufficient that a trade mark, in order to be registrable in Part B, should be capable of distinguishing the goods of the applicant, either generally, or in any home or export market or markets to which the registration may be limited. In determining whether a trade mark is so capable, the tribunal should be able to take into consideration the extent to which user of the trade mark or any other circumstance has in fact rendered it so capable of distinguishing.

On the other hand it is proposed that the legal rights of the proprietor of a validly registered trade mark should be extended in certain directions, and should be defined by reference to the acts which should constitute infringement according as the mark is registered in Part A or Part B of the Register (s. 39, Trade Marks Act, 1905, and ss. 1 and 2, Trade Marks Act, 1919). When the registration is in Part A the legal rights should be deemed to be infringed by such acts, whether or not the act complained of is likely to lead to the belief that there is a connection in the course of trade between the goods in relation to which the mark is used and the proprietor of the trade mark. In particular, the proprietor, it is stated, should be empowered to prohibit in relation to his trade mark certain acts which might injure the reputation or impair the value of his mark.

The principle of the existing common law rule, whereby a word which is or has become the name by which an article is commonly known, is not registrable as a trade mark (Trade Marks Act, 1905, s. 9, and Trade Marks Act, 1919, ss. 6 and 7) should be modified. It is suggested that s. 6 (1) of the Trade Marks Act, 1919, should be amended so as to allow the proprietor of a word trade mark in respect of a patented article or substance to preserve his exclusive rights if after a period of two years after the expiry of his patent he can show that his trade mark is not the only practicable name or description of such article or substance.

No recommendation is made in connection with a suggestion that the proprietor of a registered trade mark should be empowered to attach to the sale of goods bearing his trade mark price-maintenance conditions which should run with the goods so as to be binding upon any retailer into whose hands the goods might come with notice of those conditions. ("Only a person who is a party to a contract can sue on it. Our law knows nothing of a *jus quæsitum tertio* arising by way of contract"—per Viscount Haldane, L.C., in *Dunlop Pneumatic Tyre Co. Ltd.* v. *Selfridge & Co. Ltd.* [1915] A.C. 853.) It is stated that this question raises broad considerations of policy extending beyond the proper limits of the inquiry.

It is also proposed that a "trade mark" should be defined as follows: "A 'trade mark' other than a 'certification trade mark' shall mean a mark used or proposed to be used by the proprietor upon or in physical or other relation to goods for the purpose of indicating or so as to indicate a connexion in the course of trade between the proprietor of the mark and the goods" (Trade Marks Act, 1905, s. 1). The operation of s. 62 of the Trade Marks Act, 1905 (with regard to the registration by (*inter alia*) non-trading associations of standard marks), should, it is suggested, be confined to registrations in Part A of distinctive marks to non-trading bodies, and such marks should, where practicable, be identified in use as certification marks.

The Committee has merited high praise for the thoroughness with which it has completed its work, and the carrying into law of its recommendations will effect changes of fundamental benefit to commerce.

Tenancy Agreements and the Land Charges Act.

[Contributed.]

The question which it is proposed to consider here is whether it is necessary to register any and, if so, what tenancy agreements as "estate contracts" under the Land Charges Act, 1925, notwithstanding that possession is taken under the agreement. Prior to the coming into effect of the Law of Property Act, 1925, and the Land Charges Act, 1925, no doubt a purchaser of the property was affected with notice of the sitting tenant's rights, *Hunt* v. *Luck* [1902] 1 Ch. 428. The tenant's rights were also safeguarded by s. 6 of the Law of Property Act, 1925, so far as concerned the revolutionary provisions of Pt. I of that Act, dealing with legal estates, equitable interests and overreaching powers. But as by s. 13 of the Land Charges Act, 1925, a purchaser of the reversion takes free from any claims arising under an "estate contract" which ought to have been, but was not, registered before his purchase is completed, the protection afforded to a tenant is considerably less than it was before the legislation of 1925. Thus, if the tenancy agreement contains an agreement for renewal, the failure of the tenant to protect his right of renewal will prevent him from claiming such renewal in the event of the reversion being sold in the meantime (Land Charges Act, 1925, s. 13). (If the right of renewal was granted prior to the 1st January, 1926, such registration would only be necessary if the tenancy is assigned after that date.) It must be remembered that proof of notice to the purchaser of the reversion of the estate contract is irrelevant. The estate contract is void against him if it is not registered prior to his purchase.

The immediate question for consideration, however, is whether the ordinary everyday tenancy agreement from year to year or for a short term of years is registrable as a land charge.

The Land Charges Act, 1925, s. 10, includes under Class C (iv) "any contract by an estate owner . . . to convey or create a legal estate." Section 20 of the same Act provides that the term "legal estate" has the same meaning as in the Law of Property Act, 1925, and s. 1 (1) (*b*) of that Act includes as a "legal estate" a term of years absolute. Section 205 (xxvii) defines "term of years absolute" as a term of years (taking effect either in possession or reversion, whether or not at a rent), "term of years" including a term less than a year.

So far, an agreement to let would appear to be a contract to create a legal estate within the meaning of s. 10 of the Land Charges Act, 1925, but for the following reasons it would seem that not all tenancy agreements are "estate contracts" requiring registration under the section mentioned.

It is true that in accordance with s. 52 (1) of the Law of Property Act, 1925 (as read with the definition in s. 205), a lease or other tenancy of land or an interest therein cannot create a legal estate unless made by deed; but sub-s. (2) of the same section (s. 52) expressly excepts from the foregoing provision "leases or tenancies not required by law to be in writing." By s. 54 (2) of the same Act it is enacted as follows: "Nothing in the foregoing provisions of this part of this Act shall affect the creation by parol of leases" (which includes "tenancies") "taking effect in possession for a term not exceeding three years (whether or not the lessee is given power to extend the term) at the best rent which can reasonably be obtained without taking a fine."

Hence, a letting in writing for a term of three years, but not under seal, may create a legal estate, and if it does create such an estate it will not require registration under the Land Charges Act. In other words, if the letting is not a contract to create a legal estate, but itself creates a legal estate, s. 10 of the Land Charges Act, 1925, does not apply.

Often tenancy agreements merely contain the words "agree to let," and "agree to take" the premises. Upon a strict interpretation these words import futurity; but it has long been settled that words of immediate demise are not essential to create a term, and that the words "agree to let" or "agree to grant a lease" may be construed as creating an immediate term if such appears to have been the intention of the parties: *Staniforth* v. *Fox* (1831), 7 Bingham 590; *Wright* v. *Trezevant* (1828), M. & M. 231; *Curling* v. *Mills* (1843), 6 M. & G. 173. Even so, if the question had to be determined according to the principles applicable prior to the Law of Property Act, 1925, it could not be said that a tenancy agreement, or indeed, a lease *of itself* created a legal estate. According to the doctrine of "*interesse termini*" a lessee could not acquire a legal estate in the term granted to him unless and until he had actually made entry upon the land, even if words of immediate demise were used in the lease. But now, by s. 149 of the Law of Property Act, 1925, this doctrine has been abolished, and accordingly, the grant of a term now operates without entry to create a legal estate. The conclusions at which we arrive are as follows:—

(1) The normal "immediate occupation" tenancy agreement at a rack rent for a term not exceeding three years does not require registration as an estate contract under the Land Charges Act, 1925.

(2) If, however, the tenancy is not to be immediate, or if any premium is being paid, the tenancy agreement will not fall within s. 54 (2) of the Law of Property Act, 1925, and will require registration under the Land Charges Act, 1925.

As to the payment of a premium, there is no doubt that a premium is a "fine" within s. 54 (2) (see s. 205 (xxiii)). Any such tenancies should, therefore, be granted by deed, and as this formality is being adopted it will be desirable (in order to avoid any possible question whether the document is intended to operate as an immediate demise) to carry out the transaction by a lease containing an express demise of the property.

Indeed, as stamp duty on a lease is normally no different from that on a so-called tenancy agreement under hand, it is suggested that those advising tenants who are taking premises

from year to year, or for two or three years, might well make a practice of insisting upon a lease under seal containing a demise in order to overcome all possible arguments as to whether registration under the Land Charges Act, 1925, is necessary. If a right of renewal or option of purchase is contained in the lease or tenancy agreement, registration under that Act will still be necessary ; but that is not the point under consideration here.

The term " immediate occupation " tenancy has been used above as meaning a tenancy for a term which commences immediately on the exchange of the tenancy agreement, or which is computed from a past date (say the last preceding quarter day). Strictly, a tenancy agreement which commences from the following quarter day appears to be registrable as an estate contract, but except where there is any reason to suppose that the reversion will be alienated between the date of the tenancy agreement and the following quarter day, registration would appear to be an unnecessary expense in such cases. Immediately the following quarter day arrives the tenant (at any rate if then in possession) will take a legal estate by reason of s. 54 (2) as read with s. 52 (2) of the L.P.A., 1925.

Bills of Costs and Taxation.

CASES of applications to the court for an order to tax solicitors' bills of costs after they have been paid are not of frequent occurrence, but when they do crop up there is necessarily much in common in them so far as the principles applicable are concerned. It cannot, indeed, be contended that the authorities do not already adequately cover almost everything that may arise for consideration on such an application, inasmuch as the matter really resolves itself into a simple question of the exercise of judicial discretion, whether or not the particular facts justify the making of an order for taxation. As was said by Bowen, L.J., in *In re Boycott* (1885), 29 Ch. D. 571 : " Now judges who sit in courts of first instance find it no doubt very convenient to let the public know the lines upon which they mean to exercise their discretion, and I think it very well that they should do so, and they have in many cases proceeded on the principle that pressure and overcharge combined constitute the special circumstances mentioned in the Act." The Act in that case was the Solicitors Act, 6 & 7 Vict., c. 73, the relevant section of which, s. 41, is replaced in the Solicitors Act, 1932, by s. 66, which, in the proviso to sub-s. (2), enacts that : " if twelve months have expired from the delivery of the bill, or if the bill has been paid, . . . no order shall be made on the application of the party chargeable with the bill except in special circumstances . . . " The old rule was that to tax a paid bill of costs it was necessary to prove pressure or such gross overcharge as amounted to fraud. Now, in view of the state of the authorities, the judge has in each case to determine whether there are special circumstances within the meaning of the section which appear to him so special and exceptional as, in the exercise of his judicial discretion, do justify an order for taxation. The main difficulty in such cases, quite apart from any questions of pressure or overcharge, arises where the client pays the bill under protest and/or with an express statement that he reserves the right to ask for taxation. Does the payment under protest, or that with a reservation of the right to tax, constitute such a " special circumstance " as required by the Act ? Swinfen Eady, J. (as he then was), in *Re Ward, Bowie and Co.*, 102 L.T.R. 527, said that if it was said wherever payment was made under protest the client could tax the bill, he did not agree ; and in *In re Cheesman* [1891] 2 Ch., at p. 292, Lindley, L.J., said : " Now, what does payment ' under protest ' mean ? For it must mean something. I think its effect is to negative satisfaction with the bill ; it does not confer a right to have the bill taxed, but reserves that right if it exists." It is clear, therefore, that a payment under protest does not confer a right to have the bill taxed. Where, however, a right to tax is expressly reserved, that reservation may, but not necessarily always does, constitute such a special circumstance as to justify an order. A strong case on this point was *Re Williams*, 65 L.T., 68, the head-note of which states that a client who pays his solicitor's bill of costs expressedly subject to his right to tax, which payment, by cheque, was accepted and retained by the solicitor without reference to such condition, may tax the bill after payment, as such a condition constituted " special circumstances." In that case Chitty, J., said that it seemed to him that to justify taxation there must be special circumstances which distinguish the payment in the particular case from an ordinary payment. This brief reference to the authorities may be concluded by noting the observations of Eve, J., in *In re Tweedie, Solicitors* [1909] W.N. 110, who said that he was not prepared to hold that the mere fact of the payment of the amount of the bills in that case with the reservation of the right to tax created such a special circumstance " as would in all cases warrant the court in directing an order for taxation." As already intimated, therefore, all that can be extracted from the authorities is that the outcome of any case depends entirely on whether the particular facts justify the exercise of the judicial discretion in the applicant's favour. The most recent case in this connection came before Mr. Justice Farwell, on the 21st March (*Re Solicitors : Re Taxation of Costs*). In that case a bill of costs had been paid with an express reservation of the right to tax, and his lordship made the order asked for. In that case there was no evidence of any such excessive overcharge as in itself would justify taxation, nor did the evidence regarding pressure go far enough to warrant the making of an order. The payment of the bill, however, was made under the condition that the client reserved her right to ask for taxation if so advised. " Now, in my judgment," said Mr. Justice Farwell, " if the solicitors did not intend to accept payment on that footing they should have made it clear. They could have said, ' we are not prepared to accept payment on that footing,' but they did not take that course, they accepted the money knowing that it was paid under the reservation of the right which the client then had to have the bill taxed." What the client was seeking to reserve was the then existing right to tax. Of course, continued his lordship, such a reservation as that did not necessarily entitle the client to taxation, she must come to the court and she must show that there were special circumstances. Speaking for himself, however, he would hesitate long to say that a client who had paid a bill with an express reservation of the right to tax then existing, payment being received on that footing by the solicitor, that that did not amount to a " special circumstance " within the meaning of the Act so as to entitle the client to an order for taxation. Concluding, his lordship pointed out that it would be quite impossible and most dangerous to try to lay down in this case any general rule applicable to every case.

Company Law and Practice.

Voluntary *versus* Compulsory Winding-Up.

A WELL-KNOWN company lawyer said to me the other day that he wished that he could understand what was in the minds of creditors who insisted on a compulsory winding-up in a case where a voluntary dissolution would really have been just as effective. He went on to observe that it was probably because, in their ignorance of the law and the consequences of a compulsory liquidation, the said creditors fondly imagined that they would be getting something better than they would do by allowing the company to be wound up voluntarily. It is not suggested, of course, for a moment that there are not scores

of cases in which a compulsory winding-up is the only right and proper course; where, for instance, it is clear that the directors have been guilty of serious misfeasance, or the amounts involved are so large that the liquidator or liquidators feel that the court is the proper forum for the dissolution. But in ordinary straightforward cases it is a curious, but well-established, fact that time and again creditors will demand a compulsory order, where their pockets might well be saved by the appointment of a competent liquidator in a voluntary liquidation. I feel myself that the answer to the problem lies in the slight (or more than slight) feeling of vindictiveness that lurks in the bosom of the creditor, who suddenly finds that he is not going to get paid his money! The matter ought to be one of arrangement between the directors of the company and the creditors. If the creditors have not sufficient faith in the person proposed by the directors as liquidator they may insist on a nominee of their own being appointed. Because if the nominee of the company is really a dummy of the directors, the creditors may well regret their decision not to apply to the court, and in such a case there is no doubt that the latter is the correct course for them to adopt. But where the liquidator proposed is a competent, independent, trustworthy person, in seven cases out of ten the creditors will be better off by allowing the liquidation to proceed voluntarily. It is, however, because this waywardness upon the part of creditors is so frequently met with in practice, that I propose to venture a few remarks which I hope may be of assistance to those who desire to stress the desirability of voluntary as opposed to compulsory winding-up.

We must, first of all, remember that the Act of 1929 for the first time introduced a distinction between a members' voluntary winding-up and a creditors' voluntary winding-up (s. 230). By that section any voluntary winding-up in which the directors of the company have not filed a declaration of solvency, that is to say, a declaration that in their opinion the company will be able to pay its debts in full within twelve months from the commencement of the winding-up, is a creditors' voluntary winding-up. This is a new sub-class of winding-up, and there are eight new sections which provide machinery for it (ss. 237–245). As it is a creditors' winding-up with which we are concerned, let us see what the Act does to safeguard their interests.

Section 238 provides that the company must summon a meeting of the creditors for the same day or the day following that on which it is proposed to pass the resolution to wind-up voluntarily. The directors must lay a full statement of the company's financial position before the creditors, together with a list of the creditors and the probable amount of their claims. By s. 239 the creditors may nominate a liquidator at their meeting, and if the person nominated by them is a different person than the nominee of the Company, then the creditors' choice must prevail, but a director or other member of the company may apply to the court for an order that the person nominated by the company shall be liquidator jointly with or instead of the person nominated by the creditors. The creditors at the meeting to be held under s. 238 or at any subsequent meeting may, if they think fit, appoint a committee of inspection to act with the liquidator. If a committee of inspection is appointed by the creditors, the company have the right to appoint an equal number of members to act with them. But the Act gives the creditors the last word, because it provides that if the creditors resolve that any member of the committee appointed by the company ought not to be a member, that person shall not be a member unless the court otherwise directs. The above provisions relating to the appointment of the committee are in s. 240, and the foregoing three sections are the most important. It will thus be seen that the Act has provided machinery which gives the creditors a very real control over the course of the liquidation. It is the duty of the liquidator, if the liquidation continues for more than a year, to convene meetings of both the creditors and the company at the end of each year, and to lay before them a statement of his accounts and dealings.

The consequences of a voluntary winding-up are not the same as those flowing from a compulsory order. After the resolution to wind-up voluntarily the company only exists for the purpose of the winding-up, but its property continues to be vested in the company, and not in the liquidator. Any transfer of shares, not made to or with the sanction of the liquidator, is void, and so is any alteration in the status of members. But unlike a compulsory liquidation, a voluntary winding-up does not of itself stop pending actions and proceedings against the company, nor does it prevent further actions and proceedings being commenced. As the likelihood of further proceedings at the instance of persons other than creditors, after the winding-up has commenced, is not great, it will perhaps be thought that this is not, in a creditors' voluntary winding-up, a very serious drawback. Furthermore, as it is the scope of the Act to bring all claims within the winding-up itself, and to stop persons from enforcing their claims by action, an application to the court to stay an action will probably meet with success. A creditor who commences an action after the resolution to wind up has been passed, will not in general be allowed to do more than to add his costs to the amount of his claim, unless the court for some special reason thinks that the action is one which should be proceeded with.

One of the strongest arguments on the side of voluntary winding-up is that it is so much simpler. To begin with, the official receiver and the Board of Trade have little or no powers of interference, although s. 170 (2) gives the official receiver power to apply to the court for a compulsory order, where he is capable of satisfying the court that the voluntary winding-up cannot be continued with due regard to the interests of the creditors or contributories. But no statement of affairs under s. 181 has to be submitted to the official receiver, nor does he have to report to the court. There is no provision in the case of a voluntary liquidation for the public examination of directors and other officers of the company, but the court may under s. 214 (the provisions of which section I dealt with at length in this column a short time ago) order a private examination.

I have purposely left for our final consideration the relative positions of the liquidator in a voluntary and in a compulsory winding-up. In this particular respect a voluntary winding-up comes off very well by the comparison. There are only three matters in connection with which a liquidator in a creditors' voluntary winding-up must exercise his powers with the sanction of either the court or the committee of inspection. These are the powers of drawing, accepting and indorsing bills of exchange, raising money on the security of the company's assets, and taking out administration to the estate of a deceased contributory. The liquidator can, apart from these three cases, exercise on his own initiative any of the powers which the Act has given to a liquidator in a winding-up by the court. These are very wide and numerous, and are set forth in s. 191. But the Act has done better still for the voluntary winding-up, and empowered the liquidator to exercise the power of the court of settling lists of contributories and also that of making calls. It is clear, therefore, that if the creditors' nominee is appointed as the liquidator in a voluntary winding-up, the creditors will have in effect just as much (and probably rather more) say in the management of the liquidation, as if they had resorted to the court.

THE AUCTIONEERS' AND ESTATE AGENTS' INSTITUTE.

At the Professional Examinations of the above Institute, held last month, the total number of candidates examined was 642, of which number 367 passed, being a percentage of 57.2. Mr. R. A. Snell, Tunbridge Wells, was placed first in order of merit in the final, and Mr. J. F. James, Taunton, Som., obtained the first place and Institute Prize in the Intermediate.

A Conveyancer's Diary.

Appropriation by Personal Representatives.

The power of personal representatives to appropriate portions of the estate of their testator or intestate in satisfaction of legacies or shares in residue is contained in s. 41 of the A.E.A., 1925, and, whilst the statutory power conferred by the section is not without importance in some instances, it is rather hedged round by conditions which render it of really less utility than might at first sight be supposed. It is perhaps as well that the power should be circumscribed.

Sub-section (1) reads—

> " The personal representatives may appropriate any part of the real or personal estate, including things in action, of the deceased in the actual condition or state of investment thereof at the time of appropriation in or towards satisfaction of any legacy bequeathed by the deceased, or of any other interest or share in his property, whether settled or not, as to the personal representative may seem just and reasonable, according to the respective rights of the persons interested in the property of the deceased."

That seems fairly wide. In this case, however, the exceptions overrun the rule. The proviso is portentous—it provides that (i) an appropriation shall not be made so as to affect " prejudicially " any specific devise or bequest. I have often wondered what was in the draughtsman's mind when he introduced that word " prejudicially." It is, however, a good word !

Then cl. (ii) continues on the proviso's devastating career by making certain consents necessary to any appropriation—(*a*) " when made for the benefit of a person absolutely entitled in possession, the consent of that person," and (*b*) " when made in respect of any settled legacy or share or interest the consent of either the trustee thereof, if any (not being also the personal representative), or the person who may for the time being be entitled to the income." Pausing there for the moment, I do not know what was intended by the parenthetical " not being also the personal representative." If the personal representative had himself made the appropriation, how could anyone suggest that his consent could in any conceivable circumstances be necessary to it ? I do not know.

Perhaps I am wrong in that suggestion, however, for there are still to be found some who think that it is *necessary* for executors who are also trustees to assent to property which they hold as executors vesting in themselves as trustees. A fatuous proceeding—albeit there are judicial *dicta* in support of it. " The more's the pity ! "

That, however, is a digression.

To return to s. 41, there follow upon proviso (ii) the inevitable provisions with regard to infants, lunatics and defectives.

Clause (iii) of the proviso deals with persons not yet in existence or " who cannot be found or ascertained." I am not sure about that " who cannot be found." Who is to decide whether a person can be found or not ? I know of only one answer—the court.

There is much more in the section upon which comment has been and remains to be made, but for my present purpose I wish to return to sub-s. (8) :—

> " In this section a settled legacy, share or interest includes any legacy, share or interest to which a person is not absolutely entitled in possession at the date of appropriation, also an annuity . . ."

It has been pointed out to me that the expression " also an annuity " used in this sub-section is of rather ambiguous import. I have before written about the powers of setting aside funds to answer annuities, and I have always assumed that the words used in this sub-section mean not only an annuity but an annuity fund. Thus, if a testator directs his executors to set aside or invest securities or money to secure an annuity the provisions with regard to the investments which may be appropriated apply, as I have always thought, only with the consent of the annuitant. It is suggested that I am wrong about that.

Take the common case where an annuity is bequeathed and the executors are directed to set aside and invest money in an investment which will by means of the income thereof yield the amount of the annuity.

The executors do that and the income of the investment is paid to the annuitant. Is the annuitant a " person who may for the time being be entitled to the income " ? If so, the consent of the annuitant to the appropriation is required. If not, the executors are not bound to consult him, and if they are (as they usually are) the trustees they need not consult anyone, and provided the investment be one authorised by law for the investment of trust funds the choice rests entirely with them.

If, on the other hand, there is a bequest of an annuity *simpliciter* without any direction regarding investments to answer it, then (so it appears) the annuity is a " settled legacy share or interest," and any appropriation made to provide for it can only be made with the consent of the annuitant.

The distinction is, no doubt, a fine one, but I am inclined to think that there is something in the contention.

Whilst on this subject I may remind the reader that in the absence of any direction to the contrary in the will bequeathing an annuity, the annuitant is in this position : If there is a direction to invest a sum to answer the annuity, then the investment must be in consols : if there is no direction to invest or set aside a fund to answer it, the annuitant must be content with such part of the testator's estate, as it stands, as will be reasonably sufficient for the purpose.

The rule with regard to the investment to be made where there is a direction to invest a capital sum to answer an annuity is laid down in *Prendergast* v. *Prendergast* (1850), 3 H.L.C. 195, and *Re Hollins* [1918] 1 Ch. 503.

It is further to be observed that the mere direction to set aside a fund to answer an annuity does not exonerate the remainder of the estate from liability for it, unless there are express directions to that effect (*Re Evans & Bettell's Contract* [1910] 2 Ch. 438).

On the other hand, where there is a bequest of an annuity without any direction to set aside a fund to answer it, then it seems that the annuitant must take as it were " pot luck " with the other legatees and be content with the appropriation of a portion of the testator's estate in the state in which it in fact is. That seems to result from the decision in *Re Parry ; Scott* v. *Leak*, 42 Ch. D. 570.

It is rather an interesting point which should not be overlooked, that s. 41 does not in terms provide for an appropriation in the sense in which that word ought to be used. That is, it does not say that any fund set aside or " appropriated " under the powers there conferred shall thereafter be the only fund to which the annuitant can look for payment of the annuity to the exoneration of the remainder of the estate. It is true that sub-s. (1) says " in or towards satisfaction " of any legacy, etc.—but there is no provision relieving the residue of the estate from liability. That omission may have been intentional or may not—but it would have been better if we could have been told one way or the other.

I think that the intention of s. 41 was that once an appropriation had been made with the consents required by it, the appropriated fund alone could be resorted to, and that there would be no right against any other part of the estate. That, however, is not expressly enacted and there may be some doubt about it.

All this only goes to show how desirable it is that a will bequeathing an annuity should contain express provisions for setting aside or investing a fund to answer it by the income or, if necessary, the capital and exonerating the remainder of the estate from liability if that is what the testator wishes to do. If the testator does not desire that a fund directed to be set aside or invested should be the only source to which the annuitant can look for payment, that should be stated in unequivocal terms.

Landlord and Tenant Notebook.

Determination and Quitting as Conditions of Compensation.

THE County Court case of *Hey* v. *Martin*, reported in our issue of the 7th April last (78 SOL. J. 236) serves to remind us that when a tenant claims compensation from his landlord in respect of added value, two conditions must *usually* be fulfilled before he can make good his claim; the tenancy must determine, and he must quit. This applies whether the claim be under L.T.A., 1927 (as it was in the case referred to), or under the Agricultural Holdings Act, 1923.

The importance of these conditions was first emphasised, in the case of business premises, by *Smith* v. *Metropolitan Properties Co. Ltd.* [1932] 1 K.B. 314, when proceedings for compensation for goodwill, launched before expiration of term, were held to be premature. Such a claim comes under s. 4 of L.T.A., 1927, and it matters not that an action claiming a new lease under s. 5 has to be commenced before the old lease runs out, and that in certain circumstances provided for by that section the tribunal may award monetary compensation in lieu of a new lease.

In the case of agricultural premises, *Cave* v. *Page* (1923), 67 SOL. J. 658, aptly illustrates the general rule. Notice to quit expired in March, but the tenant refused to go; in October the landlord commenced ejectment proceedings; in November an order for possession in January was made; in December the tenant made a claim for compensation for disturbance; in January he was ejected. He contended that he had made his claim within three months after the time at which he quitted the holding, as stipulated by s. 11 (*d*) of the old 1908 Act which was then in force. The Court of Appeal disposed of the matter very quickly, on cold, logical lines. The interpretation section (s. 48) defined "holding" as any parcel of land held by a tenant, and "tenant" as the holder of land under a contract of tenancy—so if the claimant could be said to have "quitted" the premises from which he was evicted, those premises were not a holding, and the claim was not made by a tenant within three months of quitting.

I may remind readers that a few weeks ago, when discussing "Entry by Stages" (78 SOL. J. 131), I referred to *Swinburne* v. *Andrews* [1923] 2 K.B. 483, C.A., which decided that when different parts of a farm are entered and quitted at different dates, the determination of the tenancy takes place when the last part (however small) is to be given up, for, again *per definitionem*, determination of tenancy means cesser of contract of tenancy.

Normally, the tenancy of an agricultural holding is determined by notice to quit, that of business premises by notice to quit or effluxion of time. But what is the position if a tenancy determines in an unusual way? How are the tenant's rights affected if his interest determines, say, by forfeiture, by surrender, or by an order of court made under the Housing Act, 1930?

In the case of forfeiture the answer is simple. If no relief can be or is granted, the agricultural tenant by quitting the holding may make his claim for improvements, the requirement for notice of intention to claim having been abolished by the 1920 Act and not restored by the present statute. He can make no claim in respect of increased value, because in that case notice of intention must be given "before" the term determines, so only intelligent anticipation could enable him to qualify. The tenant of business premises who suffers forfeiture is in a hopeless position, for, whether he contemplates a claim for improvements or for compensation for goodwill or a new lease, notice of intention must be given, if the tenancy determines otherwise than by notice, twelve months before. This provision may have been designed to apply to leases for terms of years, but if construed as limited in that way the only result is that the tenant has no right of compensation at all.

Surrender is certainly not contemplated by either statute. But, granted that a right to compensation is not a right of action which has arisen before the surrender (such rights are not automatically extinguished), can it be said that, in the face of the provisions against contracting out, the tenant who surrenders forfeits his right to compensation? A landlord who agrees to surrender would do well to allow, in his bargain, for the possibility of a claim, notice of intention being given, in cases in which it is required, before the actual surrender takes place.

When one considers that particular species of surrender known as disclaimer, the question becomes still more difficult. The only authority which comes anywhere near the point is that of *Schofield* v. *Hincks* (1888), Q.B. 147, 58 L.J., often referred to as having decided that a trustee in bankruptcy who disclaims cannot claim compensation for improvements effected to an agricultural holding. As a matter of fact, it never had that authority, for the action was against the trustee for removal of hay contrary to the lease, and the defendant counter-claimed for improvements—in a court which had no jurisdiction, arbitration being the exclusive remedy then as now. But the court did point out that an elaborate procedure was insisted upon, including notice of intention two months before the termination of the tenancy, and this had not been observed. That requirement has now been dispensed with in the case of agricultural improvements; but if it had not, and if where notice of intention is necessary (increased value of agricultural holding; improvements to business premises, etc.) a trustee were to give it and then disclaim, I think any subsequent claim would founder on s. 54 (2) of the Bankruptcy Act, 1914, by which disclaimer determines, as from the date of disclaimer, the rights, interests and liabilities of the bankrupt *in respect of the property disclaimed*. This, I think, is wide enough to cover statutory as well as contractual rights.

An order of court determining a lease under the Housing Act, 1930, is not likely to be made in the case of a farm, such property rarely being the subject of a clearance or demolition order. If it were, the section (s. 40) instructs the court to determine the lease on such terms as appear just and equitable; payment by way of compensation is expressly mentioned; but it would not be easy to say whether claims for statutory compensation should or should not be taken into account. In the case of L.T.A., 1927, the measure of compensation, whether for improvements or goodwill, is qualified by impersonal references to intention to demolish (ss. 1 (2) and 4 (1) (*a*)).

Our County Court Letter.

NERVOUS OBSESSION AND WORKMEN'S COMPENSATION.

IN the recent case of *Booth* v. *Parkhouse Collieries Limited*, at Newcastle-under-Lyme County Court, an award was claimed in the following circumstances: (1) In 1929 the applicant (a loader) was struck on the head by a fall of roof in the pit, and had received compensation for total incapacity; (2) having attempted suicide in May, 1931, he was sent to the seaside by the respondents, and subsequently resumed light work; (3) in January, 1932, he became paralysed, and was paid as for total incapacity until April, when he was given work as a cleaner, until August, 1933; (4) he again received full compensation until last January, when it was reduced to the amount due for partial incapacity. The medical evidence for the respondents was that (*a*) the applicant's condition (although neurasthenic in type) was a real illness, and he required psycho-therapeutic education; (*b*) there were no objective signs of physical injury, but there would be more chance of a cure if the case were off the applicant's

mind ; (*c*) there was no reason why the applicant could not work—if he made up his mind to it. His Honour Judge Ruegg, K.C., held that the applicant was still totally incapacitated, and compensation was awarded accordingly. Compare a previous note under the above title in the County Court Letter in our issue of the 21st April, 1934 (78 Sol. J. 273).

LIABILITY FOR WORKMAN'S EYE INJURY.

In the recent case of *Lacey* v. *Denman* at Nottingham County Court, the case for the applicant (an old-age pensioner) was that : (1) while he had been cutting a hedge and trimming, a thorn penetrated his left eye, the sight of which was destroyed, (2) the accident had happened on the 9th February, and he was totally incapacitated until the 6th March, since when he had been partially incapacitated, (3) his wages had been £1 a week, but he had received nothing from the respondent since the accident. The respondent's case was that (*a*) the applicant was merely a casual worker (at 4s. a day) and was not entitled to compensation, (*b*) no notice was given of the accident on the 9th February, nor on the next day, when the respondent's wife bought some produce from the applicant, who was selling his goods round the village, (*c*) it was not until three or four weeks later (when the applicant left the eye infirmary) that he first alleged that his eye was injured by a thorn while working for the respondent, (*d*) the injury had previously been said to have been incurred while chopping sticks. His Honour Judge Hildyard, K.C., held that no sufficient notice of the accident had been given, and judgment was therefore given for the respondent.

TEMPORARY LABOUR AND WORKMEN'S COMPENSATION.

In *Gregory* v. *Hollingsworth*, recently heard at Sheffield County Court, the applicant's case was that (1) her deceased husband had been employed as a labourer, removing woodwork and fittings from houses in course of demolition ; (2) he had been fatally injured by the fall of a chimney stack, the day after he began work ; (3) his wages were to have been £2 a week. The respondent denied liability, on the ground that (*a*) the deceased, having been unemployed, had only been engaged as a casual worker ; (*b*) although he might have been employed for a full week, he might then have been unemployed for two or three weeks. His Honour Judge Frankland made an award of £200, payable at £2 a month—the respondent not being insured.

GUARANTEES UNDER HIRE-PURCHASE AGREEMENTS.

In the recent case of *Auto-Motor Finance Limited* v. *White*, at Bakewell County Court, the defendant was sued as guarantor under a hire-purchase agreement of a motorcycle. The plaintiffs' case was that (*a*) the cycle had been hired by the defendant's employee, who had paid £11 8s. 9d. as a deposit and subsequent instalments amounting to £14 10s. 6d., viz., a total of £25 19s. 3d. ; (*b*) the agreement provided that, if the hirer returned the cycle, he should pay sufficient to bring the total payments up to £44, by way of compensation and for depreciation ; (*c*) having regained possession of the machine, the plaintiffs had sold it for £18, but were not bound to give credit for that amount ; (*d*) although they were entitled to the difference between £25 19s. 3d. and £44 (viz., £18 1s. 9d.) they were only claiming £11 1s. 2d. The defendant's case was that (1) the hirer had asked for a modification of terms (by reason of the death of his father) and had been promised an interview with the plaintiffs' inspector ; (2) owing to an accident, the hirer had taken the cycle to a repairer, from whose premises it had been removed by the plaintiffs ; (3) this was irregular, as the hirer anticipated a revision of terms, but the inspector had never called. His Honour Judge Longson was not satisfied that the agreement had been terminated (by the hirer returning the machine) and the plaintiffs were therefore not entitled to recover—either from the hirer or his guarantor. Judgment was given for the defendant, with costs.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* The Solicitors' Journal.]

Appearance on Writ.

Sir,—Reforms are being discussed at the present moment with a view to simplifying the law, but it appears to me that a long overdue alteration is required with regard to the entry of appearance on writs.

It is well known amongst practitioners that a defendant invariably enters an appearance simply for the purpose of gaining time. It then becomes necessary for the solicitor to the plaintiff to take certain steps to set aside this appearance, and in between the time of the plaintiff's obtaining the order it has enabled the defendant to remove or dispose of his assets which would otherwise have been available on an execution.

I respectfully submit that an alteration should be made in the procedure whereby anyone wishing to enter an appearance to a writ should be required in the first instance to disclose a potential ground of defence before being allowed to enter his appearance.

If this were done a great benefit would be conferred on the trading community.

Newcastle-on-Tyne. S. Mickler.
27th April.

Obituary.

Mr. H. W. H. REDWAR.

Mr. Henry William Hayes Redwar, barrister-at-law, of New-square, Lincoln's Inn, formerly Puisne Judge of the Gold Coast Colony, died at Wandsworth Common on Wednesday, 25th April, at the age of eighty-one. Mr. Redwar was called to the Bar by Lincoln's Inn in 1881.

Mr. E. D. JAMES.

Mr. Edward David James, B.A. Oxon, solicitor, of Narberth, died on Saturday, 21st April, at the age of thirty. Mr. James, who was educated at Clifton College, served his articles with his father, Mr. Walter R. James, and was admitted a solicitor in 1928.

Mr. C. A. JONES.

Mr. Charles Alfred Jones, C.B.E., solicitor, Deputy Constable of Caernarvon Castle, died at his home at Caernarvon on Tuesday, 1st May, at the age of eighty-six. He was admitted a solicitor in 1872, and for the past sixty years had been clerk to the Caernarvon borough justices. He had been Registrar to Caernarvon County Court until about seven years ago, and for more than thirty years he had been hon. secretary of the Royal Welsh Yacht Club.

Mr. W. MORRIS.

Mr. William Morris, solicitor, late senior partner of Messrs. Ashurst, Morris, Crisp and Co., of Throgmorton Avenue, E.C., died at Sunningdale, on Wednesday, 2nd May. Mr. Morris was admitted a solicitor in 1879.

PHOTOGRAPHIC COPIES OF GRANTS.

The following notice has been received from the Principal Probate Registry, Somerset House :—

Owing to technical difficulties which have not yet been overcome, the seal of the Court to the original grant sometimes appears very faintly in the photographic reproduction of the grant.

It is hoped that these difficulties may be overcome ; meanwhile, even where the reproduction of the seal is imperfect, the authentication of the photographic copy by the small seal, the Registrar's certificate, or the seal of the Court, as the case may be, will verify the authenticity of the copy.

To-day and Yesterday.

LEGAL CALENDAR.

30 April.—On the 30th April, 1544, Sir Thomas Audley died. Since 1533, he had succeeded by his subservience in remaining Henry VIII's Chancellor.

1 May.—The trial of Ronald True opened at the Old Bailey on the 1st May, 1922. After a five days' hearing before Mr. Justice McCardie, he was found guilty of murder and sentenced to death. To the man in the street, the gallows seemed the proper end for an individual who, having spent the night with a girl, murdered her in her bed with a rolling pin, stole everything she had worth taking, disposed of it and used every means he could think of to escape detection. The Court of Criminal Appeal let the sentence stand, but medical investigations led straight to a conclusion that the man was insane, and the Home Secretary interfered to send him to Broadmoor.

2 May.—On the 2nd May, 1900, Lord Salisbury offered the Solicitor-Generalship to Edward Carson. The abandonment of private practice involved a sacrifice of about £8,000 a year, but he undertook the step, the only Irish Solicitor-General to become Solicitor-General for England. The political world was surprised at the honour bestowed on Carson, late Liberal Unionist and party rebel, and the *Westminster Gazette* depicted Lord Salisbury as a headmaster giving the term's prize to the Big Naughty Boy.

3 May.—A *cause célèbre*, like all the other doings of humanity around him, was sure to catch the lively attention of Samuel Pepys. On the 3rd May, 1664, he went "to Westminster Hall; and there in the Lords' House, did in a great crowd, from ten o'clock till almost three, hear the cause of Mr. Roberts, my Lord Privy Seal's son, against Win, who by false ways did get the father of Mr. Roberts's wife, Mr. Bodvil, to give him the estate and disinherit his daughter. The cause was managed for my Lord Privy Seal by Finch, the Solicitor-General; but I do really think that he is a man of as great eloquence as I ever heard or ever hope to hear in all my life."

4 May.—Sir Thomas Bury, Chief Baron of the Exchequer, died suddenly on the 4th May, 1722, having been engaged in judicial duties only a few hours before. He was originally raised to the Bench in 1701, "by his Great Application to the Study of the Law," according to his epitaph, but according to another story, in return for a bribe of £1,000 to the Lord Keeper. The transaction is supposed to have appeared in his book of accounts. After fifteen years as a puisne judge, he was promoted to be head of the Court of Exchequer in 1716, and retained that office till his death.

5 MAY.—On the 5th May, 1907, *Bryce* v. *Bryce and Pape*, the "Gaiety Girl Divorce Case," opened before Mr. Justice Bargrave Deane. A formidable array of forensic talent appeared at the Bar—Duke, Rufus Isaacs and Carson, and the hearing dragged on for over a fortnight. Mrs. Bryce, a former musical comedy actress, had made the acquaintance of Harold Pape, a rich and attractive young man from Christ Church. Friendship matured, and in the end roused the jealousy of the husband. After a dramatic and sensational trial, the jury found that no adultery had been committed. There was an outburst of applause in court.

6 MAY.—On the 6th May, 1778, Francis Buller became a Justice of the King's Bench at the age of thirty-two. This was the youngest appointment ever made, but Buller had a knack for early achievement, one of his first successes being to marry an heiress at the age of seventeen. Apart from his undisputed brilliance as a lawyer, he was notable for three things, his hasty temper, his love of card playing and his anti-feminism. He once said that his idea of Heaven was to sit at *Nisi Prius* all day and play whist all night.

THE WEEK'S PERSONALITY.

"The stroke of Death's inevitable dart
Hath now (alass !) of life bereft the hart
Of Sir Thomas Audley, of the Garter Knight,
Late Chancellor of England under our Prince of might,
Henry the Eighth, worthy of high renown,
And made him Lord Audley of this town."

The "inevitable dart" struck him in the fifty-sixth year of his age and this self-composed doggerel was placed on his splendid monument at Saffron Walden. Compared with his predecessor, Sir Thomas More, he cuts a very poor and contemptible figure in legal and political history. "No eunuch in a seraglio was ever a more submissive tool of the caprice and vengeance of a passionate and remorseless master than was Lord Chancellor Audley." His reward was great power, immense wealth, the highest honours, the royal favour, and, at the end of it all, a natural death. From his beginnings as a barrister of the Inner Temple, his comely presence, smooth manners and systematic anxiety to give offence to no one had made him popular among those who were not penetrating enough to read his unprincipled and deceitful nature. When he went into the House of Commons, he became the worst type of political opportunist and in nine years he worked his way up so as to clutch the Great Seal and hold it for more than eleven years.

THE OLD BAILEY.

"I believe," Mr. Justice Hawke recently observed, "no right is more greatly prized by the City than that of holding the Central Criminal Court, which I prefer to call the Old Bailey." One of the earliest marks of solicitude shown by the City for His Majesty's judges was the building of the Sessions House in 1539. It had been resolved that "forasmoche as comonly prisons where theeffes and other malefactors be deteigned for there offences be many tymes vysyted with Syknes and by reason thereof the place ys infectyd and moche peryll and daungyer hath chauncyd to the Justyces and other worshipful cominers attendyng upon the Justyces for delyveraunce of the Kynges gaole . . . it ys nowe agreed for the comfort of all thys Cytye that a convenyent place be made . . . upon the common grownde of thys Cytye yn the olde bayly of London wt all spede at the charges of the Chambre of London." It is just a century since the Central Criminal Court Act, 1834, gave the Old Bailey a new name and a wider jurisdiction. The present edifice, of which the appearance now suggests a superannuated picture palace, was erected according to the taste (fortunately transitory) of the years 1902 to 1907.

THE BLACK CAP.

Relations of the three men recently condemned to death together at the Old Bailey heard the verdict without emotion, but were overcome at the sight of the black cap. It is strange how much terror a little square of cloth can hold; close to, it is harmless enough to look at, even at Madame Tussaud's, where Mr. Baron Parke's is exhibited—the one used for the last death sentence in England for sheep stealing. After all, the black cap is only part of the judge's full dress. On circuit, says Dugdale, "the first morning at the reading of the Commissions, they sit in scarlet gowns with hoods and mantle and their coyfs and cornered cap." It was this cornered cap which an ancient gesture of sorrow and solemnity caused to be worn when sentence of death was passed, though terror rather than mourning has come to be associated with its use, and even Hawkins, J., refrained from wearing it when a reprieve was certain. "I do not intend the poor creature to be hanged," he said on one such occasion, "and I am not going to frighten her to death."

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Income Tax Act, 1918, s. 103.

Q. 2967. I have been requested by the local inspector of taxes to furnish him with a statement of "all income belonging to any other person, chargeable under the Income Tax Acts, of which I am in whatever capacity in receipt." His authority for making such a demand is s. 103 of the Income Tax Act, 1918. A similar demand has been made from me for many years past, but I have never rendered the required statement, but on this occasion the inspector is pressing more urgently. It appears to me that the privilege which governs a solicitor's dealings with his client is sufficient authority for refusing to render the statement, but I should be pleased if you could confirm my view and also give me authority for it.

A. This question was raised at the annual provincial meeting of The Law Society and the President pointed out that there was an absolute duty imposed on solicitors under the section to give particulars. He mentioned that he was hoping to have an interview with those in authority on this subject. In the *Gazette* of December last appears a letter from the Chairman of the Board of Inland Revenue which intimates that (as a concession), where the total for any year received for any particular person or estate does not exceed £15, particulars as to names and amounts can be omitted, subject however to the reservation that information may be asked for as to the ownership of stocks, etc., in any particular case, although the aggregate receipts do not amount to £15. With regard to "privilege," the questioner should remember that the so-called solicitor's privilege is really the clients' privilege, and that as the client can be compelled to make a return to the revenue authorities, there is no reason why the solicitor should be allowed to plead privilege.

Mortgage of Reversion—Bankruptcy of Mortgagor—Lapse of Time.

Q. 2968. A was life-tenant under a settlement and B reversioner, and in 1924 B executed a mortgage on his reversion. In 1927 B was adjudicated bankrupt and later in the same year obtained an unqualified discharge. In 1928 the trustee in the bankruptcy obtained his discharge. The official receiver acted as trustee in the bankruptcy and gave notice to the trustees of the settlement, claiming the reversion, but he did nothing further. Apparently the reversion was worth little or nothing more than the mortgage, and, therefore, was unsaleable. In 1931 B died. In 1932 A died and the reversion fell into possession. The mortgage has not yet been paid off. Who is entitled to the funds which have now fallen in, subject of course to payment to the mortgagee of the amount due to him?

A. The position is not affected either by the discharge of B or the release of the trustee. The reversionary interest subject to the mortgage remained vested in the official receiver in whom all divisible property of a bankrupt vests when there is no trustee. The mortgagee can claim payment of his principal and accumulated interest and mortgagee's costs properly incurred in relation to the security and the official receiver can claim the balance. Whether the trustees of the funds would be justified in paying over the whole of the funds to the mortgagee leaving the latter to settle with the official receiver, depends on the form of mortgage. It is assumed the mortgagee did not prove in the bankruptcy.

Builders' Liability for Unseasoned Timber.

Q. 2969. In the month of July, 1931, our client A.B. entered into a contract with a local builder for the erection of an additional wing to his house and other works involving a considerable amount of expense. No architect was employed to supervise the work which, when completed, appeared satisfactory, and was duly paid for. Defects subsequently manifested themselves, such as cracks in plastering, etc., and these were treated as mere surface cracks and as such were for the time being more or less made good by the contractor. As time went on, however, fresh cracks appeared, and there was considerable shrinking of doors and other joinery work in the new wing, and eventually A.B. consulted a leading local architect, who, having inspected the work, reported that the main walls, the tiling of the roof, and the floor joists and roof timbers were satisfactory but that very serious defects had shown themselves in the cracking of the plaster of the ceilings and partitions and in the shrinkage of the floor boards, doors, and other parts of the joinery, which were really serious and completely disfigured and spoilt what should have been a really good class job, adding that he was obliged to come to the conclusion that unseasoned timber of inferior quality had been used and that the defects would continue to spread, and stating that, in his opinion, the contractor should not have allowed such inferior timber to be used, and also that it would be a difficult and troublesome job to make good the many unsightly defects and ensure the stability of the ceilings, floor boards, doors, etc. The contract provided, among other things, (*a*) that all materials should be the best of their respective kinds; (*b*) that all timber should be well-seasoned and of good building quality, and it was agreed that if the work when completed was not satisfactory to the owner a third person should be called in for his opinion and to act for both parties. A.B. therefore, on receipt of his architect's report, sent a copy to the contractor and asked if he was prepared to make good the defects under his (the architect's) supervision and to his satisfaction. This the contractor declines to do, and further contends that he is only liable for defects appearing within six months of the completion of the work though no such term appears to have been imposed by the contract. The contractor has now been informed that A.B. will have to employ some other builder to do the work and sue him for the cost thereof. Has A.B. a good cause of action against the contractor for breach of contract or for negligence, and if so, would he be justified in pursuing the course suggested, viz., having the work done and suing for the cost, or should he claim damages, leaving the amount of such damages, if his claim is established, to be fixed by a referee appointed by the court?

A. In view of the provisoes (*a*) and (*b*), there has been a breach of contract, for which the builder is liable. The remedy of A.B. is rendered doubtful by the vague wording of the proviso that a third person should be called in for his opinion and to act for both parties. There is no stipulation that an award of such person shall be a condition precedent to an action, but the builder might apply for an action to be stayed—on the ground that the above proviso constitutes an agreement to submit disputes to arbitration. There is no proviso that the Arbitration Act shall govern the procedure, but the third person should notify the builder that he proposes to make an award (in accordance with an estimate) of the

amount due to A.B. for breach of contract. The builder should be given an opportunity of being heard, after which A.B. should sue him for the amount of the award. The agreement does not deal with the situation arising in the event of disagreement (between A.B. and the builder) as to the third party to be called in. Apparently no objection has been taken, and the builder cannot, therefore, now raise the point as to suitability.

The Rent and Mortgage Interest Restrictions Acts, 1920-33.

Q. 2970. A is the owner of a house, shop and premises, of which B was tenant, protected by the Rent Restrictions Acts; notice to quit was served some years ago and proceedings taken in the county court for possession of the whole premises on the grounds that (i) the rent was in arrear, and (ii) as to that part of the premises used for business premises (which B had sub-let) that they were outside the Act. An order for possession of the business part of the premises was made and the rent apportioned. No order was made for possession of the dwelling-house part of the premises. B is again in arrear with his rent of the house, and it is desired to commence proceedings for the possession thereof. Is any further notice to quit necessary as a result of the order in the previous action? Please quote any authority applicable.

A. The mere fact that the landlord has accepted rent for a period exceeding three months from the expiration of the notice to quit is not a waiver by him of the notice to quit so as to create a new tenancy (*Shuter* v. *Hersh* [1922] 1 K.B. 438). Unless, therefore, a new tenancy has been created, no further notice to quit is necessary in the case of a statutory tenant. The mere fact that the rent in respect of the dwelling-house part of the premises has been apportioned would not in itself appear to be sufficient to create a new tenancy. Unless a new tenancy has been created the tenant remains a statutory tenant. See also *Felce* v. *Hill* (1923), 92 L.J., K.B. 974; *Wolff* v. *Smith* [1923] 2 Ch. 393; *Aston* v. *Smith* [1924] 2 K.B. 143.

Purchase by the Trustees of the Will OF THE DECEASED PROPRIETOR OF A "ONE-MAN COMPANY" OF THE FREEHOLDS OF THE COMPANY—INVESTIGATION OF TITLE AND COSTS.

Q. 2971. A testator carried on business on freehold property as a private limited company to the time of his death. The freehold property belonged to the company. His trustees being unable to sell his shares were appointed directors of the company, and then agreed to sell the stock-in-trade and business, and to transfer to the purchasers the testator's shares in the company (so that they might continue to trade as the company) and themselves to buy from the company the freehold property at a valuation price. The property was, on the completion of the purchase, leased to the purchasers of the business carrying on in the name of the company, with an option to purchase. The trustees' solicitors investigated the title and completed the purchase from the company by the trustees. Are they entitled to charge per scale for investigating title and preparing and completing conveyance, under Sched. I of the Solicitors' Remuneration Act?

A. We think so. Whether the trustees purchased the freeholds with money forming part of and to become part of the estate of their testator (which we assume was the case) or whether they purchased for their own use and benefit it was necessary for the title to be investigated. If the purchase was made in their capacity as trustees it was their duty to be satisfied as to the title, and neither they nor their solicitors were entitled to assume that the title of the company was in order. If the trustees purchased for their own benefit it was but prudent to have the title investigated. Though the company may have been only a "one-man company" it constituted a separate entity from the testator. Further, if it was a "one-man company" and acquired the freeholds from the deceased (as seems likely) it is probable that his title was not investigated when the company was formed.

Reviews.

The Municipal Year Book, 1934. Edited by JAMES FORBES. Demy 8vo. pp. xliv and 1474. London: The Municipal Journal, Ltd. 30s. net.

The Municipal Year Book for 1934, the thirty-seventh of the series, is larger than it has been in any previous year, and contains various improvements upon former issues. Several new sections have been added, including a digest of law cases affecting local government during the past year. The recent alterations of local government areas under the Local Government Act, 1929, are included. This book is invaluable to all those who are connected in any way with local administration. A useful supplement has been issued containing the names of members of the county councils in England and Wales returned at the Triennial Elections in March, 1934.

Partnership Law and Practice. By JOHN J. WONTNER. 1934. Demy 8vo. pp. viii and (with Index) 82. London: Jordan & Sons Limited. 5s. net.

This work is what it claims to be, namely, a book which "provides members of partnership firms, solicitors and their clerks, with a plain and practical guide to the duties and obligations of a partner." Reading it makes one realise that co-operative activities are real games, and that most of the rules of partnership in business as in bridge are not difficult to learn or to apply.

Essays in Equity. By HAROLD GREVILLE HANBURY, B.C.L., M.A., of the Inner Temple, Barrister-at-law. 1934. Demy 8vo. pp. xvi and (with Index) 160. Oxford: The Clarendon Press. London: Humphrey Milford, Oxford University Press. 10s. 6d. net.

In the case of many, probably of most, practitioners their line of study is confined to the reports and the textbooks dealing specifically with the subjects they are from time to time called upon to consider. While this is not unnatural, it might be well if those immersed in practice would turn on occasion to the writings of those whom, in their haste, they are apt to dismiss as purely academic. Writers who, in a sense, may be so described have a knack of looking at legal problems from an angle different from that of the practitioner, and their criticisms of decisions and of even generally accepted principles are always deserving of careful consideration. This can certainly be said of Mr. Hanbury's volume. Most of the essays comprised in it have appeared in the *Law Quarterly Review* or the *Journal of the Society of Public Teachers of Law*, but they were well worthy of collection and publication in this tastefully got up volume; all are characterised by acuteness of thought and expressed in a style of great charm, and all bring out the important place equity holds in our legal system—a place which has become still more noteworthy by recent legislation. As Mr. Hanbury points out, the maxim on which most students were brought up, "Equity follows the law," must now be jettisoned in view of the wholesale transfer from law to equity of particular estates, and all future estates in freehold of any description; and equity can no longer be treated as an ornamental but unessential supplement to an already completed survey of law. Among the other papers there is a very practical discussion of "Partnership Property," and the last of all on "The Place of Roman Law in the Teaching of Law To-day," contains an interesting anecdote of a distinguished American lawyer who spent a great part of his holidays in England one year studying the "Digest" in view of a case of his own then pending turning on the law of adoption, being forced, as the author adds, "in a problem arising in the twentieth century in the most practical country in the world to have recourse to 'Justinian.'" As we are further reminded, our Legislature paid a great tribute to Roman law in making *furtum usus* for the first time a criminal offence in England by s. 28 of the Road Traffic Act, 1930. A full index adds to the value of an excellent book.

Lord Reading and his Cases: the Study of a Great Career. By DEREK WALKER-SMITH. 1934. Demy 8vo. pp. xvi and (with Index) 400. London: Chapman & Hall, Ltd. 15s. net.

A book about a living person always has the limitation of being in the nature of an interim report, and this study would not claim to be more. The preface first makes it clear that the book has no *imprimatur* from its subject and secondly, states that it is "primarily an account of the principal cases in which Lord Reading figured." The confidence with which this work is read is considerably fortified by the independent criticism with which it treats certain incidents. Thus, in dealing with the *Archer Shee Case*, the author concludes that, from the point of view of public policy, "it was clearly inexpedient—to put it no higher—to put up the bulwark of the Crown prerogative." Again, in connection with the Marconi controversy, he admits that the handling of the shares in the American company "was in the highest degree unwise." Thus no aspect of Lord Reading's career is left untouched, from his childhood and his cabin-boy trip to India down to the greatest and most dramatic of the trials in which he was involved, the case of Sir Roger Casement. Confining itself to the limits of his legal career, this study goes no further. Perhaps a later volume may appear to complete the portrait of this many-sided personality. Meanwhile, here is something for all tastes—leading cases, *causes célèbres*, politics and above all the development of the commanding central figure of one whom Lady Oxford described as "one of the four most ambitious men of her acquaintance" and whose varied achievements were sufficient to have fulfilled all the ambitions of all four.

Servitudes in the Law of Scotland. By T. A. Ross, B.L., Ph.D., Solicitor, Falkirk. 1933. Royal 8vo. pp. iv and 72. Edinburgh: W. Green & Son. Ltd. 5s. net.

Town planning enactments, local building schemes, the organisation of water supply and the new combinations in industry, are gradually restricting *laissez faire*, and will in due course simplify the law of servitudes, rendering its study in the form we have known it of purely academic interest. Fortunately, some of the easements dealt with in this learned treatise already belong to history. For instance, Thirlage, which brings forth the true characteristic of feudalism, and for which there is only one name in the South—racket.

Books Received.

International Adjudications Ancient and Modern. Modern Series, Vol. VI. 1933. Edited by JOHN BASSETT MOORE. Royal 8vo. pp. xxv and (with Index) 418. London: Humphrey Milford, Oxford University Press. 12s. 6d. net.

Industrial Assurance Law. By A. J. SUENSON-TAYLOR, O.B.E., M.A., F.C.I.I., of the Middle Temple, Barrister-at-Law. 1934. Demy 8vo. pp. xi and (with Index) 128. London: Sir Isaac Pitman & Sons, Ltd. 6s. net.

The Law relating to Local Authorities. By W. IVOR JENNINGS, M.A., LL.D., of Gray's Inn, Barrister-at-Law, Reader in English Law in the University of London. 1934. Royal 8vo. pp. clvi and (with Index) 991. London: Charles Knight & Co., Ltd. Price 45s., post free.

Bankruptcy, Deeds of Arrangement and Bills of Sale. Fifth Edition. 1934. By W. VALENTINE BALL, Master of the Supreme Court, and DONALD GEDDES, of the Middle Temple, Barrister-at-Law. Royal 8vo. pp. li and (with Index) 432. London: Sir Isaac Pitman & Sons, Ltd.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

Notes of Cases.

Judicial Committee of the Privy Council.

Joseph and Another *v.* Phillips.

Lord Blanesburgh, Lord Warrington of Clyffe, Lord Atkin, Lord Macmillan and Lord Alness. 21st March, 1934.

CANADA—WILL—CONSTRUCTION—BEQUEST OF PERSONAL EFFECTS—INCLUDING ROLL-TOP DESK AND CONTENTS—BANK PASS BOOKS IN DRAWER—NOT "PERSONAL EFFECTS."

Appeal from a judgment of the Court of Appeal of Ontario, dated the 3rd October, 1932.

The testator, Abe Lyons, who died on the 26th July, 1930, by para. 4 of his will, dated the 16th June, 1928, provided: "I bequeath my personal effects in my room, including pictures, roll-top desk and chiffonier complete with their contents to my niece, Esther Phillips, wife of Nathan Phillips." In a drawer in the roll-top desk there were three bank pass books referring to the testator's deposit accounts for a total sum of $30,575, and nine promissory notes, all payable to order and not endorsed, and all of little or no value. The question in this appeal was whether the bequest on its true construction was only of things which could properly be treated as personal effects, such as the testator's articles of personal or domestic use or ornament, clothing, furniture, etc., which would not include money or securities for money, or whether in the actual contents it extended to the choses in action represented by the pass books and the promissory notes.

LORD WARRINGTON OF CLYFFE, in giving the judgment of the board, said that the bequest was one of personal effects, and it could not properly be said that by the mere direction to include the desk with its contents, the testator intended so to enlarge the scope of the bequest as to include property not within the term "personal effects" and the inclusion of which would convert the bequest into a pecuniary legacy of over $30,000. If that view on the construction were correct, the pass books and promissory notes not being within the description of personal effects, it became unnecessary to consider whether they were of such a nature that the bequest of them would have conferred on the legatee the right to the choses in action represented by them respectively. Appeal allowed.

COUNSEL: *W. N. Lilley*, K.C., for the appellants; *N. W. Rowell*, K.C., and *G. C. Lindsay*, for the respondent.

SOLICITORS: *Blake & Redden; J. Madler & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Court of Appeal.

Rodriques *v.* Bakewell and Salmon.

Scrutton, Greer and Slesser, L.JJ. 26th March, 1934.

PRACTICE—APPEAL—PLAINTIFF NOT POOR PERSON—LEAVE TO APPEAL AS POOR PERSON—R.S.C. ORDER XVI, RR. 29 AND 31, E. AND F.

Appeal from the Master.

The plaintiff was alleged to have received injuries as a result of a collision between the motor car of the defendant Bakewell and that of the defendant Salmon, in which he was a passenger. He brought this action by his son as next friend, it being alleged that the accident had reduced him to a state of complete mental deficiency. At the trial, the jury found that there was negligence on the part of the defendants but that the plaintiff had sustained no injuries and judgment was entered for the defendants with costs, which were to be paid by the next friend. They were not paid when notice of appeal was given. On the 17th February, 1934, the plaintiff in person, his condition having improved, took out a summons for the removal of his next friend. This the Master granted only on condition that he brought into court within ten days

£30 in respect of each defendant as security against the costs previously incurred by him. On the same day, the plaintiff obtained from the Poor Persons' Committee of The Law Society a certificate to prosecute his appeal as a poor person.

SCRUTTON, L.J., dismissing the appeal, said that a person who, not having taken proceedings as a poor person, obtained a certificate under Ord. XVI, r. 31 F, to appeal as a poor person, must obtain the leave of the trial judge or the Court of Appeal, since r. 31 E was made to apply to such a case. In this case, leave would not be given and the certificate would be discharged under r. 29. In the event of an appeal, £100 security in respect of each defendant should be given.

COUNSEL: *Doughty*, K.C., and *Engelbach*; *Cassels*, K.C., and *MacMillan*; *N. Lindsay*.

SOLICITORS: *W. A. Sando Parrott & Co.*; *Thompson, Near & Co.*; *Bircham & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Todrick *v.* **Western National Omnibus Company.**

Lord Hanworth, M.R., Romer and Maugham, L.JJ.
10th, 11th and 12th April, 1934.

RIGHT OF WAY—DOMINANT TENEMENT—NO PHYSICAL CONTIGUITY—BENEFIT OF OWNERSHIP—EXCESSIVE USER.

Appeal from a decision of Farwell, J.

In 1921, a house and land were conveyed to the plaintiff. The property included a garage built at the eastern end, and a private roadway leading from it to a highway on the west. By the conveyance, the vendor reserved to himself and his successors a perpetual right of way along the road, with power to extend it to certain land, east of the property conveyed, retained by him and coloured blue on the plan annexed. The vendor, having subsequently bought other land north of the blue land a deed was executed in 1926, substituting a right to extend the road to this land for the right to extend it to the blue land, and having the result that extension to the blue land could only be effected across an intervening strip of the newly bought land. The defendants, having purchased all the land belonging to the owner of the dominant tenement, built on the blue land a motor omnibus garage and extended the roadway to it. The ground on which this garage was built, being higher than the plaintiff's property, a gradual slope was obtained by building a concrete ramp which continued the roadway on to the plaintiff's land. In this action, the plaintiff contended that no right of way existed, as the alleged right pertained only to the blue land, to which there was no direct access from the roadway. He also contended that the user of the alleged right had been excessive by reason of the building of the ramp and the use by motor 'buses. Farwell, J., decided in favour of the plaintiff on both points.

Lord HANWORTH, M.R., in giving judgment, said that the right of way need only benefit the ownership of the land to which it was appurtenant, no physical contiguity was necessary. The decision of Farwell, J., with regard to excessive user should, however, be affirmed.

ROMER and MAUGHAM, L.JJ., agreed.

COUNSEL: *Spens*, K.C., and *P. Sykes*; *Evershed*, K.C., and *Greenland*.

SOLICITORS: *Clifford-Turner, Hopton & Lawrence*; *Robins, Olivey & Lake*, agents for *Boase & Bennetts*, of Penzance.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Samuel *v.* **Adelaide Club, Ltd.**

Atkinson, J. 26th March, 1934.

BETTING—CLUB—BETS BY TELEPHONE—CLUB ROOM USED FOR FORBIDDEN BETTING—BOOKMAKER "PROCURED" BY OCCUPIER TO BET—INJUNCTION TO RESTRAIN—BETTING ACT, 1853 (16 & 17 Vict., c. 119), ss. 1-4.

In this action, said to be a test case, Harry Samuel, the landlord of premises in Aldersgate-street, E.C., claimed against Adelaide Club, Ltd., the tenants of the premises, an injunction to restrain them from the alleged use of the premises as a betting house contrary to the Betting Act, 1853, ss. 1 to 4. The plaintiff alleged that the premises were used as a social club and for the purpose of betting. The particulars on which he relied were that the club had an arrangement with E. Percy, Ltd., bookmakers, whereby members were able to make bets with that firm. Pursuant to that arrangement, he said, the club had installed a private telephone line to E. Percy, Ltd.'s offices. Members handed to the club steward pieces of paper on which names of horses or dogs and the amount of the stake were placed. The steward telephoned the information to the bookmakers. The club had installed a tape machine, and the club permitted E. Percy, Ltd., to send an agent to collect winnings and pay losses. E. Percy, Ltd., paid a commission to the defendants on the gross amount of the bets. The defendants admitted those facts, but said that they disclosed no cause of action.

ATKINSON, J., said that s. 1 of the Act forbade a place being opened, kept or used for the purpose of the occupier, or other person analogous to an occupier, betting with persons resorting thereto. It was said that E. Percy, Ltd. came within the class of persons analogous to an occupier, by whom betting was forbidden by the statute. If the member or representative of E. Percy, Ltd. who conducted the part of the firm's business in question were present in the club room doing face to face with the members what was in fact done by means of the telephone, there could be no doubt about the matter. The courts had never found any difficulty in regarding, in such circumstances, the bookmaker as an occupier or a person of that genus, and there could be no doubt about the user. It was said that the intervention of the telephone changed the nature of the user and took the bookmaker out of the forbidden class. The evil aimed at by the statute existed in precisely the same way as if the bookmaker were present in person. To constitute user it was not necessary that the contract should be made in the "place" under consideration. The statute did not say "for the purpose of betting *there* with persons resorting thereto," and there was no reason to read the word "there" into the section. In his opinion the club room in the present case was being used for the purpose of forbidden betting. The second question was whether E. Percy, Ltd. were among the class of persons forbidden by the section. That class consisted not only of the owner, occupier, or keeper of the place, but also of any person using the same, or procured or employed by or acting for or on behalf of the owner, occupier or keeper, and so on. "Procured" meant "procured to bet for the benefit of the occupier." The word had apparently not been discussed in any case; some effect must be given to it, and no effect more restricted than that indicated was possible. There must be judgment for the plaintiff for the injunction, with costs. A stay was granted as regarded the injunction.

COUNSEL: *Graham Trapnell*, K.C., and *J. S. Hockman*, for the plaintiff; *Gilbert Beyfus*, K.C., and *H. C. Leon*, for the defendants.

SOLICITORS: *Jutsum & Jones*; *Rubinstein, Nash & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Williams *v.* **Smith.**

Lord Hewart, C.J., Avory and Humphreys, JJ.
11th April, 1934.

AGRICULTURAL WAGES—MINIMUM RATE—BENEFITS IN LIEU OF WAGES—BOARD AND LODGINGS FIXED AT 15s.—FIGURE EXCEEDED—OFFENCE—AGRICULTURAL WAGES (REGULATION) ACT, 1924 (14 & 15 Geo. 5, c. 37), s. 7 (1).

Appeal by way of case stated from a decision of justices for the County of Lincoln.

An information was preferred by the appellant, Archibald Carr Williams, against the respondent, Joseph Smith, of Waddingham Cliff Farm, Kirton Lindsay, charging him that he, being a person who employed one Percy Birch, a worker in agriculture, did not pay wages to Birch at a rate not less than the minimum rate as fixed under the provisions of the Agricultural Wages (Regulation) Act, 1924, and by orders of the Agricultural Wages Board pursuant thereto. The facts found by the justices were as follows: By an order dated the 20th February, 1933, the Agricultural Wages Board duly fixed a minimum rate of wages for a wagoner between the ages of nineteen and twenty years at £1 11s. a week. By an order, dated the 4th February, 1926, the Agricultural Wages Committee for Kesteven and Lindsey defined the benefits and advantages which might be reckoned as payment of wages in lieu of payment in cash. That order provided that, where board and lodging was supplied by the employer, the value at which it might be calculated was not to exceed 15s. a week. In May, 1932, the respondent entered into a contract with Birch to employ him as a wagoner at a wage of £1 11s. a week. Birch elected to live at the farmhouse, although accommodation was available elsewhere, and he paid, as requested by the respondent, £1 a week for his board and lodging. He remained in the respondent's employment from the 3rd May, 1932, to the 13th May, 1933. Throughout that time he lodged at the farmhouse. The justices held that no offence under s. 7 (1) of the Act had been committed, being of opinion that Birch had been paid his full wages and could have lodged where he liked. The appellant now appealed.

Lord HEWART, C.J., said that the Act would be reduced to a nullity if, notwithstanding the words of the section, an independent bargain could be made whereby the value fixed by the committee was exceeded. Looking at the form of this transaction and comparing it with the reality, he thought that Birch had no alternative than to pay 20s. for that which was defined as of the value of 15s. Appeal allowed, and case remitted to the justices with a direction that the offence charged was proved..

COUNSEL: *The Attorney-General* (Sir Thomas Inskip, K.C.) and *Hubert Hull*, for the appellant; *W. T. Monckton*, K.C., and *Graham Dixon*, for the respondent.

SOLICITORS: *Solicitor to Ministry of Agriculture; Ellis and Fairbairn.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Arundell *v.* Provident Mutual Life Assurance Association.

Branson, J. 11th April, 1934.

INSURANCE—LIFE POLICY—CONSTRUCTION—AIR WOMAN'S SPECIAL EXPEDITION—LIMIT OF LIABILITY.

This action, brought by Blanche Mary Arundell, as executrix of the will of Lady Clayton East Clayton, who was killed in a flying accident at Brooklands on the 15th September, 1933, raised a question of the construction of a policy of life insurance. Lady Clayton, who was greatly interested in aviation and wished to go to Egypt to take part in certain exploration work there, proposed to take an aeroplane out with her and to use it in the course of the exploration. She gave a power of attorney to Francis Rennell Rodd, and he, the plaintiff said, had arranged with agents of the defendants for the assurance of Lady Clayton's life for a sum of £2,000. In pursuance of the arrangement come to the defendants issued a policy, dated the 11th of February, 1933, assuring her life for £2,000 at a premium of £29 a year. The policy provided, *inter alia*, "In consideration of the payment of an extra premium of £21 licence is hereby granted to the assured to travel to and in Egypt and return therefrom to the United Kingdom by aeroplane within the period of twelve months from the 11th day of February, 1933, if accompanied by a fully qualified pilot. The policy shall be void if the life assured shall engage in flying except as herein provided or if the said life assured engages in racing or exhibition flights." During the currency of the policy Lady Clayton returned from Egypt, and while flying at Brooklands she was killed in an accident. The plaintiff made a claim under the policy, but the defendants refused to pay on the ground that the policy had been avoided because Lady Clayton had flown in an aeroplane after her return from Egypt.

BRANSON, J., said that the words of the policy specifically prohibited any flying not authorised by the policy itself. He held that on the construction of the policy as it stood all flying was prohibited except the Egyptian expedition, which was authorised by the first words of the special provision. Judgment for the defendants.

COUNSEL: *W. T. Monckton*, K.C., and *Valentine Holmes*, for the plaintiff; *Sir William Jowitt*, K.C., and *Harold Murphy*, for the defendants.

SOLICITORS: *Farrer & Co.; Pennington & Son.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

In the Estate of Roberts, deceased.

Sir Boyd Merriman, P. 23rd March, 1934.

PROBATE—DUE EXECUTION—SIGNATURE AT RIGHT ANGLES IN MARGIN—WILLS ACT AMENDMENT ACT, 1852 (15 & 16 Vict., c. 24), s. 1.

This was a motion on behalf of the widow as sole executrix, asking for probate of a holograph will in which the testator had signed his name in the margin. It was agreed that the document expressed the intentions of the testator. The will was written by the testator on a double sheet of foolscap of the kind used for recording cash transactions. There was a margin on the left-hand side of about one inch. The paper consisted of four sides, only one of which was written upon. The will began immediately below the first line at the top and continued below the last line. There was no room for signatures or attestation clause at the foot. The testator wrote the words of the attestation clause and his signature at right angles and not parallel to the writing in the will, viz., "Witnesses to the signature of William Edward Roberts, both being present," and underneath appeared the signatures and addresses of the two witnesses. The words "Witnesses to the signatures, etc.," were at the left of the bottom end of the margin. The words "Signed at Parkstone," with the date and signature of the testator appeared on the right of the attestation clause or at the top of the left-hand margin. Counsel referred to the Wills Act Amendment Act, 1852, s. 1, which provides that a will "shall be deemed valid if the signature be so placed at, or after, or following, or under, or beside, or opposite to the end of the will, that it shall be apparent on the face of the will, that the testator intended to give effect by such his signature to the writing signed as his will."

Sir BOYD MERRIMAN, P., in giving judgment, acceding to the motion, referred to *In the Goods of Coombs* (1866), L.R. 1, P. & D. 302, and said that that case justified him in saying that the signature and attestation complied with the words of the statute. So far as the position of the attestation clause was concerned, it could not have gone to any point which was more nearly opposite or beside the end of the will, and having regard to the fact that the whole writing was at right angles to the operative part of the will the court was justified in holding that it was so placed beside or opposite to the end of the will, that "it is apparent on the face of the will that the testator intended to give effect by such his signature to the writing signed as his will." The document would, therefore, be admitted to probate.

COUNSEL: *T. Bucknill.*

SOLICITORS: *Woodcock, Ryland and Parker*, for *Preston and Redman*, Bournemouth.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

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THE ATTORNEY-GENERAL'S COSTS IN LEGITIMACY SUITS.

By s. 7 of the Administration of Justice Act, 1933, where the Attorney-General is required by law to be a party, the court may order any other party to the proceedings to pay the Attorney-General's costs, whatever the result. In the course of a legitimacy declaration suit recently, it was announced that, in consequence of that section, the Attorney-General would like to adopt the policy of not asking for his costs in legitimacy suits where no money was involved at all, but of asking for his costs in such contested cases where a considerable amount of money depended on the success or otherwise of the claim, and *a fortiori* where the petition was not successful.

Parliamentary News.

Progress of Bills.

House of Lords.

Arbitration Bill.
Commons Amendments agreed to. [30th April.

Army and Air Force (Annual) Bill.
Royal Assent. [26th April.

Betting and Lotteries Bill.
Read Second Time. [1st May.

Brighton, Hove and Worthing Gas Bill.
Royal Assent. [26th April.

Church House (Westminster) Bill.
Read Third Time. [2nd May.

East Worcestershire Water Bill.
Royal Assent. [26th April.

Electricity (Supply) Bill.
In Committee. [30th April.

Firearms Act (1920) Amendment Bill.
Read Third Time. [2nd May.

Illegal Trawling (Scotland) Bill.
Reported without Amendment. [1st May.

Law Reform (Miscellaneous Provisions) Bill.
Read Second Time. [2nd May.

Lowestoft Corporation Bill.
Reported, with Amendments. [26th April.

Manchester Corporation (General Powers) Bill.
Read First Time. [26th April.

Mines (Working Facilities) Bill.
Read Third Time. [30th April.

Ministry of Health Provisional Order (Accrington) Bill.
Read Third Time. [1st May.

Ministry of Health Provisional Order Confirmation (Burnham and District Water) Bill.
Read First Time. [1st May.

Ministry of Health Provisional Order Confirmation (Herriard and District Water) Bill.
Read First Time. [1st May.

Ministry of Health Provisional Order Confirmation (Milford Haven) Bill.
Read First Time. [2nd May.

Ministry of Health Provisional Order Confirmation (Morley) Bill.
Read First Time. [2nd May.

Ministry of Health Provisional Order Confirmation (Sheppey Water) Bill.
Read First Time. [1st May.

Ministry of Health Provisional Order Confirmation (Steyning and District Water) Bill.
Read First Time. [1st May.

Ministry of Health Provisional Order Confirmation (Wey Valley Water) Bill.
Read First Time. [1st May.

Ministry of Health Provisional Order (Watford) Bill.
Read Third Time. [1st May.

North Wales Electric Power Bill.
Reported with Amendments. [26th April.

Overseas Trade Bill.
Royal Assent. [26th April.

Post Office Sites Bill.
Read First Time. [2nd May.

Ramsgate Corporation Bill.
Read First Time. [26th April.

South Devon and East Cornwall Hospital, Plymouth, Royal Albert Hospital, Devonport and Central Hospital, Plymouth (Amalgamation, etc.) Bill.
Read Third Time. [1st May.

South Downs Preservation Bill.
Read Second Time. [1st May.

South Metropolitan Gas (No. 1) Bill.
Royal Assent. [26th April.

South Metropolitan Gas (No. 2) Bill.
Read Third Time. [2nd May.

Sunderland and South Shields Water Bill.
Read Third Time. [2nd May.

Supply of Water in Bulk (No. 2) Bill.
Commons Amendments agreed to. [30th April.

Tithe Bill.
Committed. [26th April.

Water Supplies (Exceptional Shortage Orders) Bill.
Read Second Time. [2nd May.

Workmen's Compensation (Coal Mines) Bill.
Read Second Time. [2nd May.

House of Commons.

Assessor of Public Undertakings (Scotland) Bill.
Reported, without Amendment. [1st May.
Cambridge University and Town Waterworks Bill.
Reported, with Amendments. [26th April.
County Courts (Amendment) Bill.
Read Third Time. [26th April.
Employers' Liability Bill.
Reported, without Amendment. [1st May.
Finance Bill.
Read First Time. [26th April.
Hotels and Restaurants Bill.
Withdrawn. [2nd May.
Inheritance (Family Provision) Bill (changed from "Powers of Disinheritance Bill").
Amendments considered. [27th April.
Land Settlement (Scotland) Bill.
Reported, without Amendment. [26th April.
Manchester Corporation (General Powers) Bill.
Read Third Time. [26th April.
Marriage Act (1889) and Foreign Marriage Act (1892) Amendment Bill.
Lords Amendments agreed to. [27th April.
Mines (Working Facilities) Bill.
Read First Time. [1st May.
Post Office Sites Bill.
Read Third Time. [1st May.
Sale of Fish on Commission Bill.
In Committee. [2nd May.
Shops Bill.
Read Second Time. [30th April.
South Devon and East Cornwall Hospital, Plymouth, Royal Albert Hospital, Devonport, and Central Hospital, Plymouth (Amalgamation, etc.) Bill.
Read First Time. [1st May.
South West Suburban Water Bill.
Reported, with Amendments. [2nd May.
Southern Railway Bill.
Read Third Time. [2nd May.
Sunderland and South Shields Water Bill.
Read First Time. [2nd May.
Unemployment Bill.
Amendments considered. [2nd May.
Water Supplies (Exceptional Shortage Orders) Bill.
Read Third Time. [30th April.
Weston-super-Mare Urban District Council Bill.
Reported, with Amendments. [26th April.
Workington Corporation Bill.
Reported, with Amendments. [26th April.

Questions to Ministers.

INSOLVENT INSURANCE COMPANIES.

Mr. GOLDIE asked the Attorney-General whether his attention has been drawn to the remarks recently made by His Majesty's Judge of Assize at Liverpool on the injury inflicted on policy-holders and third parties who have sustained damage at the hands of such policy-holders in cases where an insolvent insurance company has accepted premiums when not in a position to meet claims; and whether he is prepared to introduce legislation to make the directors of such companies criminally or civilly liable.

Dr. BURGIN: I have been asked to reply. My attention has been drawn to the case referred to, and the suggestion of my hon. and learned Friend will be carefully considered. [30th April.

COMPANIES ACT.

Mr. WILMOT asked the President of the Board of Trade if he will state the number of public companies which at 20th April, 1934, had not complied with Sections 109 and 110 of the Companies Act, 1929, in respect of the year 1933; and will he state what steps the solicitor to the Board of Trade has taken to improve the machinery by which more punctual observance of this Section of the Act may be obtained?

Mr. RUNCIMAN: The number of these companies in default on 20th April in respect of the statutory requirements referred to by the hon. Member was 190. Companies to which Sections 109 and 110 of the Companies Act apply are companies not having a share capital and practically all are companies not trading for profit. About half of them are incorporated by licence under Section 18 of the Act under terms which enable the Board to secure due compliance with requirements, and the remainder come within the scope of the general arrangements introduced to expedite the furnishing of annual returns by public companies. [1st May.

LANDLORD AND TENANT ACT.

Mr. MITCHELL asked the Attorney-General whether his attention has been called to the fact that the Landlord and Tenant Act, 1927, does not afford any relief whatever to lessees of small properties whose freeholds are being purchased by groups of speculators who serve on the tenants severe schedules of dilapidations with a view to obtaining possession; and whether, since many houses are springing up in the London area and will be increasingly subject to methods of this nature, he will consider the desirability of introducing an amending Bill at an early date?

The SOLICITOR-GENERAL (Sir Donald Somervell): I have been asked to reply. The attention of my right hon. and learned Friend has not been specially called to cases of hardship arising in the circumstances mentioned, but if my hon. Friend will give particulars, inquiries will be made into the matter.

Mr. MITCHELL: Will the Solicitor-General consider the decision in the case of *Abell* versus *Imperial Hotel (Exmouth)* which apparently gravely impairs the value of the 1927 Act?

The SOLICITOR-GENERAL: I will consider the decision, but I am not at present aware of that case. [1st May.

Rules and Orders.

THE NON-CONTENTIOUS PROBATE RULES, 1934. DATED APRIL 26, 1934.

I, the Right Honourable Sir Boyd Merriman, President of the Probate, Divorce and Admiralty Division of the High Court of Justice, with the concurrence of the Right Honourable John Viscount Sankey, Lord High Chancellor of Great Britain, and the Right Honourable Gordon Baron Hewart, Lord Chief Justice of England, by virtue of section 100 of the Supreme Court of Judicature (Consolidation) Act, 1925,* and all other powers enabling me in this behalf, propose to Order as follows:—

1. In these Rules:

"the Principal Registry Rules" means the Rules and Orders and Instructions for the Registrars of the Principal Registry of the Court of Probate in respect of Non-Contentious business, dated the 30th day of July, 1862, as amended by any subsequent Rules.†

"the District Registry Rules" means the Rules and Orders and Instructions for the Registrars of the District Registries of the Court of Probate, dated the 27th day of January, 1863, as amended by any subsequent Rules.‡

2. In Rule 79 of the Principal Registry Rules and in Rule 93 of the District Registry Rules the words "or reproduced" shall be inserted after the word "written."

3. The following Rule shall be substituted for Rule 84 of the District Registry Rules, which Rule is hereby revoked:—

"84. Every list of grants furnished by the District Registrar in accordance with the provisions of Rule 83 shall be accompanied by a copy of each grant mentioned in the list unless the Senior Registrar otherwise directs."

4. The following words shall be inserted at the end of and stand as part of Rule 95 of the District Registry Rules:—

": Provided that a photographic copy of probate or letters of administration may be sealed with the small seal of the court notwithstanding that it has not been so certified."

5. These Rules may be cited as the Non-Contentious Probate Rules, 1934, and shall come into operation on the 1st day of May, 1934, and the Principal Registry Rules and the District Registry Rules, as amended, shall have effect as further amended by these Rules.

6. Rule 4 of these Rules shall apply where the grant is made on or after the 1st day of May, 1934.

7. Rule 2 of the Non-Contentious Probate Rules, 1933 § is hereby revoked.

Dated the 26th day of April, 1934.

F. B. Merriman, P.
We concur *Sankey*, C.
Hewart, C.J.

* 15-6 G. 5, c. 49.
† S.R. & O. Rev. 1904, XII, Supreme Court, E., p. 756, as amended by S.R. & O. 1921 (No. 649) p. 1287, 1925 (No. 1231) p. 1539, 1926 (No. 1044) p. 1246, 1932 (No. 1015) p. 1685 and 1933 (No. 985) p. 1823.
‡ *Ibid.*, p. 829, as amended by S.R. & O. 1921 (No. 649) p. 1287, 1925 (No. 1231) p. 1539 and 1926 (No. 1044) p. 1246.
§ S.R. & O. 1933 (No. 985) p. 1823.

THE LONG VACATION.

It is understood that, as a result of a meeting of the Judges at the House of Lords last Monday, it has been agreed that the Michaelmas Law Term shall open this year on Tuesday, 2nd October. The necessary Order in Council will be issued shortly.

Societies.

Gray's Inn.

GRAND DAY.

Thursday, the 26th of April, being the Grand Day of Easter Term at Gray's Inn, the Treasurer (Master G. D. Keogh) and the Masters of the Bench entertained at dinner the following guests: The Right Hon. Viscount Dunedin, G.C.V.O., The Right Hon. Lord Chalmers, G.C.B., The High Commissioner for New Zealand (The Hon. Sir James Parr, K.C.M.G.), The Right Hon. Mr. Justice Avory, The Right Hon. Lord Justice Maugham, General The Hon. Sir Herbert Lawrence, G.C.B., the Treasurer of the Hon. Society of Lincoln's Inn (Mr. Lewis Thomas, K.C.), the President of the Institution of Civil Engineers (Brigadier-General Sir Henry Maybury, G.B.E., K.C.M.G.), the President of the Royal Society (Sir Frederick Gowland Hopkins), Mr. A. Duff Cooper, D.S.O., M.P., Mr. John Buchan, C.H., M.P., the Headmaster of Stowe (Mr. J. F. Roxburgh), Colonel A. H. Chenevix-Trench, C.I.E.

The Benchers present in addition to the Treasurer were: The Right Hon. Sir Dunbar Plunket Barton, Bart, K.C., The Right Hon. Lord Merrivale, Mr. Edward Clayton, K.C., Sir Montagu Sharpe, K.C., The Right Hon. Sir Robert Horne, G.B.E., K.C., M.P., Mr. R. E. Dummett, The Right Hon. Lord Thankerton, The Right Hon. Lord Greenwood, K.C., Mr. Bernard Campion, K.C., Mr. J. W. Ross-Brown, K.C., Mr. James Whitehead, K.C., Mr. R. Storry Deans, Mr. A. Andrewes Uthwatt, Mr. Malcolm Hilbery, K.C., Mr. Noel Middleton, Mr. N. L. C. Macaskie, K.C., Mr. Harold Derbyshire, M.C., K.C., Sir Albion Richardson, C.B.E., K.C., with the Preacher (The Rev. Canon F. B. Ottley, M.A.) and the Under-Treasurer.

Inner Temple.

GRAND DAY.

Wednesday, 2nd May, being the Grand Day of Easter Term at Inner Temple, the Treasurer (Mr. Howard Wright) and the Masters of the Bench entertained at dinner the following guests: The Marquess of Linlithgow, Earl Bathurst, Lord Hardinge of Penshurst, Prince Wiasemsky, General Sir Hubert Gough, Sir Leonard Cohen, Sir Herbert Lidiard, Sir David Cameron, Sir William Rothenstein, Judge Farrant, Professor G. M. Trevelyan, Brigadier J. H. Gibbon, Major H. G. F. de Montmorency, Mr. Leslie de Gruyther, K.C., the Master, Mr. Robert Hunter, the Reader and the Sub-Treasurer.

The following Masters of the Bench were also present: Sir Francis Taylor, K.C., Sir Sidney Rowlatt, Mr. Justice Avory, Sir William Hansell, K.C., Mr. A. M. Langdon, K.C., Lord Hanworth (Master of the Rolls), Mr. Justice Talbot, Mr. A. W. Bairstow, K.C., Mr. Justice Roche, Mr. Alexander Grant, K.C., Sir Leslie Scott, K.C., Sir Duncan Kerly, K.C., Mr. Justice MacKinnon, Lord Wright, Judge Konstam, K.C., Mr. H. St. J. D. Raikes, K.C., the Hon. Sir Reginald Coventry, K.C., Mr. Wilfrid Lewis, Mr. M. J. L. Beebee, Sir Reginald Mitchell Banks, K.C., Mr. S. R. C. Bosanquet, K.C., Mr. Justice Langton, Mr. W. O. Willis, K.C., Mr. R. A. Gordon, K.C., Mr. C. Doughty, K.C., Mr. C. N. Tindale Davis, Mr. Justice Lawrence, Mr. Norman Birkett, K.C., Mr. D. Cotes Preedy, K.C., Mr. S. L. Porter, K.C., and Dr. Edwin Deller.

Barristers' Benevolent Association.

The Annual General Meeting will be held in the Inner Temple Hall on Wednesday, the 9th May, at 4.30 p.m.

The Attorney-General has kindly promised to preside. All members of the Inns of Court, whether subscribers to the Association's funds or not, are cordially invited to attend.

The Committee wish it to be known that the Association is urgently in need of further support. Members of the Bar who do not already subscribe will, if they attend the meeting, learn of the valuable work of the Association in relieving cases of distress in the profession, and of its pressing need for augmented resources.

They are asked to make a note of the date, time and place, and to come if they possibly can.

The Annual Report will be circulated, before the meeting, to every member of the Bar with an address in the Law List.

The following twenty members of the Association are eligible and willing to serve on the Committee of Management for the ensuing year as ordinary members thereof, and will be proposed for election at the meeting:—James Rolt, K.C., J. D. Cassels, K.C., M.P., H. B. Vaisey, K.C., S. L. Porter, K.C., Sir William Hansell, K.C., Trevor Hunter, K.C., W. T. Monckton, K.C., A. T. Bucknill, K.C., Sydney Turner, K.C., W. E. Vernon, G. E. Timins, C. W. Lilley, W. N. Stable, A. M. Trustram Eve, H. H. Maddocks, L. M. Jopling, Theodore Turner, The Hon. B. Bathurst, George Pollock, and The Hon. Charles Russell.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room, on Friday, 13th April. The president, Mr. L. Ungoed Thomas, took the chair at 8.20 p.m. In public business Mr. T. K. Wigan moved: "This House welcomes the Government's proposed Betting Legislation." Mr. J. Reginald Jones opposed. There spoke to the motion Mr. Stride (hon. treasurer), Mr. Granville Sharp, Mr. Grant-Ferris, Mr. Bucher, Mr. Wagstaff, Mr. Newman Hall (vice-president), Mr. Wolfe, Mr. Gallacher, Mr. Sebag-Montefiore, Mr. Scholefield, Mr. Mayers (hon. secretary) and the hon. proposer in reply. On a division the motion was won by five votes.

An ordinary meeting of the Society was held in the Middle Temple Common Room on 27th April. The President, Mr. I. Ungoed Thomas, took the chair at 8.20 p.m. In public business Mr. A. P. MacNabb moved: "This House approves of the Incitement to Disaffection Bill." Mr. C. E. Scholefield (M.T.) opposed. There spoke to the motion: Mr. Menzies, Mr. Mayers (Hon. Secretary), Mr. Douglas, Mr. Howard, Mr. Wigan, Mr. Grieves, Mr. Amphlitt, Mr. A. Newman Hall (Vice-President), Mr. Oddy, Mr. Sweeney and the Hon. Proposer in reply. On a division the motion was carried by two votes.

The annual ladies' night debate will be held in Gray's Inn Hall (by courtesy of the Masters of the Bench) on Wednesday, 9th May, at 8 p.m. The Rt. Hon. Herbert Morrison and Mr. A. Duff Cooper will be the principal speakers on a motion that: "In the opinion of this House Socialism would be advantageous."

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 24th April (Chairman, Miss H. M. Cross), the subject for debate was: "That this House deplores the Budget." Mr. C. E. Lloyd opened in the affirmative; Mr. E. V. E. White opened in the negative. The following members also spoke: Mr. L. J. Frost, Miss U. A. Hastie, Messrs. R. Langley-Mitchell, H. J. Baxter, P. H. North-Lewis, J. H. G. Buller, E. W. Huddart, P. Dean. The opener having replied, the motion was lost by five votes. There were seventeen members and five visitors present.

At a meeting of the Society, held at The Law Society's Court Room, on Tuesday, 1st May (Chairman, Mr. L. J. Frost), the subject for debate was: "That the case of *Markland* v. *Manchester Corporation*, 50 T.L.R. 215, was wrongly decided." Mr. J. R. Campbell Carter opened in the affirmative, Mr. S. Samson opened in the negative, Mr. R. S. Mudie seconded in the affirmative, and Mr. J. A. Dowding seconded in the negative. The following also spoke: Messrs. G. M. Parbury, H. Peck, E. Garber, C. J. de S. Root, E. C. Durham, E. V. E. White, A. J. V. Bass, F. G. Timmins, D. B. Rubie, P. W. Iliff, R. Langley Mitchell, W. M. Pleadwell, and P. Dean. The opener having replied, and the Chairman having summed up, the motion was lost by three votes.

Gray's Inn Debating Society.

The ninth meeting of the year was held in Gray's Inn Common Room, at 8.15 p.m., on Thursday, 19th April, when a debate took place, the president being in the chair. The motion for debate was: "That the English judicial system no longer meets the public need." This motion was proposed by Mr. Claud Mullins (Metropolitan magistrate), and opposed by Mr. Everard Dickson, M.C. (ex-president) (Metropolitan magistrate). On the motion being thrown open to the house, Mr. T. F. Southall, Miss Constance Colwill, Mr. James A. Petrie, Mr. J. W. J. Cremlyn (ex-president) and Mr. Thomas Terrell spoke in favour of the motion, and Commandatore Giuseppe M. Palliccia, O.B.E., M.C. (a guest), Mr. P. H. Gibbins, M.C. (ex-president), Major S. A. T. Coxon, J.P., Mr. F. McDowell and Mrs. S. A. T. Coxon, O.B.E., J.P., against it, after which the proposer replied. The motion was carried by twenty-eight votes to seven, the number of members and guests present being fifty-three.

The annual dinner will be held at the Holborn Restaurant at 7.15 p.m. on Wednesday, 23rd May. The price of tickets for members or their guests will be 7s. each, including dinner, dance and cabaret, if bought on or before 10th May, after which the price will be raised.

The next debate will be held on Thursday, 31st May.

Association of County Court Registrars.

ANNUAL GENERAL MEETING.

The annual meeting of this Association was held at 60, Carey-street, on 29th April. The chair, left vacant by the death of Sir Arthur Jennings in February, was taken by Mr. F. F. Smith, the senior Vice-President. In opening the proceedings, Mr. Smith reminded the meeting that Sir Arthur had been a member of the Association for fifty years, on the committee for thirty, and President since 1920. He moved the following resolution, which was carried unanimously by the meeting standing in silence :—

"That the members of the Association assembled at their annual meeting desire to place on record, not only their deep regret at the death of their late President, but also their great appreciation of the most valuable work done by him not only to the Association as a whole, but also to its members individually.

"That a letter be sent to Lady Jennings with an expression of the deepest sympathy of the members of the Association with herself and her family."

The memorial service at Brighton had, said Mr. Smith, been attended by over 900 people, showing the great local esteem in which Sir Arthur had been held. Instead of sending a wreath, the Association had, at the request of Lady Jennings, forwarded a cheque to the Brighton and Hove Juvenile Welfare Council. Sir Arthur's death was a personal blow to many members, especially those who had worked with him on the committee for a considerable time.

Mr. F. G. Glanfield recalled that he had made the acquaintance of Sir Arthur soon after his appointment as a registrar, and since that time he had been in constant touch with him and had experienced the immense value of the work that their late President had done. The welfare of the Association had been the greater part of Sir Arthur's life work.

After the minutes of the last annual meeting had been read, Mr. Smith was formally elected President amid expressions of warm appreciation and welcome by several members. In reply, he said that as an old member of the Association and as one who had been in close touch with Sir Arthur, he had felt that it was his duty to accept the invitation to become president, in spite of the many other calls that were made on his time. He appreciated the honour that the Association had done him, for the position carried with it great weight and responsibility, and the President had to approach the heads of the chief departments with great care. Nevertheless, Mr. Napier and Mr. Martin had on the previous day accorded him a hearty welcome and hoped that the good feeling which had existed between the Association and themselves in the past would continue and increase. The procedure in regard to the "Practice Notes" would, he said, be maintained. He urged registrars to refrain as far as possible from submitting questions that had already been answered.

Turning to the annual report, the new President said that the committee had been extremely anxious over the financial situation caused by the decline in the total number of registrars, owing to the amalgamation of courts. There were now only 278 registrars in 435 courts. The Department recognised that the work of these registrars was extremely important, and he hoped that the reduction of numbers would not continue at the present rate. To fill the place of Sir Arthur Jennings on the rules committee, of which he had been the backbone, Mr. Gilbert Hicks, of Northampton, had been appointed, and had already made himself perfectly familiar with all the questions that had been brought before the committee.

Mr. H. H. Payne, Hon. Secretary, in seconding the adoption of the report, said that in spite of the rapidly decreasing membership the Association was still in a fairly healthy position, having closed the financial year with a balance of over £100. Nevertheless, subscriptions were greatly decreasing. The recent opening of nine new registries had resulted in the loss of eight members, because every new registrar appointed had been a member of the Association. It had not yet been necessary to increase the subscription, for drastic economies had been effected in the expenses of committee meetings.

The motion was carried unanimously.

Mr. F. W. Cooke and Mr. Payne were elected Vice-Presidents.

BARNET COUNTY COURT CHANGE.

As a result of an adjustment of county court areas, Mr. Adam Partington, who has been registrar of Barnet County Court since 1922, has been succeeded by Mr. B. P. Bridgeman, registrar of Bloomsbury County Court. The change was made at the end of last month.

Mr. Partington, who was admitted a solicitor in 1903, is registrar of several other county courts and was also appointed registrar of Brentwood County Court this week.

The Law Society.

HONOURS EXAMINATION.

MARCH, 1934.

The names of the solicitors to whom the candidates served under articles of clerkship are printed in parentheses.

At the Examination for Honours of candidates for admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction :—

FIRST CLASS.

Kenneth Burton Moore, LL.B. Birmingham (Mr. William Herbert Pollitt, LL.B., of St. Helens).

SECOND CLASS.

(In alphabetical order.)

Kenneth Handley Chorlton (Mr. George Southern Ritchie, of the firm of Messrs. Southern, Ritchie & Southern, of Burnley).

Ronald Harry Graveson, LL.M. Sheffield (Mr. James William Fenoughty, of the firm of Messrs. J. W. Fenoughty, Ashton and Co., of Sheffield).

Alwin John Harriss (Sir Alexander Pengilly, of Weymouth, and Messrs. Williamson, Hill & Co., of London).

Ralph Malcolm Macdonald King (Mr. Oswald Bissill Giles, of the firm of Messrs. Millington, Simpsons & Giles, of Boston, and Messrs. Collyer-Bristow & Co., of London).

William Lansdale, LL.B. Manchester (Mr. John William Greaves, of Manchester).

Ewart Kenneth Martell, LL.B. London (Mr. Henry Nelson Tebbs, of the firm of Messrs. Tebbs & Son, of Bedford).

Claude Shaw Mayes (Sir Ronald Wilberforce Allen, B.A., of the firm of Messrs. Wilberforce Allen & Bryant, of London).

Thomas Edward Purchas, M.A. Oxon (Mr. Edward Alwyn Thrall, of the firm of Messrs. Coulter Hancock & Thrall, of Truro).

Allan Dodson Vickerman, B.A. Cantab. (Mr. David Lindsay Harbottle, LL.B. of Blackpool).

Joan Whadcoat (Mr. Gordon Cuming Whadcoat and Mr. William Graeme Galbraith, both of the firm of Messrs. Whadcoat, Galbraith & Co., and Mr. Stanley Saul Spurling, of the firm of Messrs. Hays, Roughton & Dunn, all of London).

Davies Worth (Mr. Edgar Yates Harrison, LL.B., of the firm of Messrs. Higson, Son & Harrison, of Manchester).

THIRD CLASS.

(In alphabetical order.)

James Albert Norman Bailey (Mr. John Norman Bailey, of the firm of Messrs. Gibson & Weldon, of London).

Robert Cooke, LL.B. Manchester (Mr. Dudley Frank Hart, of the firm of Messrs. Lawson, Coppock & Hart, of Manchester).

William Henry David Crawford (Mr. Arthur Gordon Glanville, of the firm of Messrs. Glanvilles, of Portsmouth).

Geoffrey Charles Forbes (Mr. William Henry Kemball Forbes, of the firm of Messrs. Forbes & Son, of London).

Joan Meredyth Chichele Jullien (Mr. Sydney Charles Thomas Littlewood, of the firm of Messrs. Wilkinson, Howlett and Moorhouse, of London and Kingston-upon-Thames).

John Austin Naylor (Mr. Charles Malcolm Howard, of the firm of Messrs. Charles Howard & Co., of Manchester).

John Linford Rees, LL.B. London (Mr. Arthur Wardle Boulton, of the firm of Messrs. Catterall, Son & Boulton, of Wakefield).

John Atherstone Rigby, LL.B. Liverpool (Mr. William Edward Rigby, of Liverpool).

The Council of The Law Society have accordingly given a Class Certificate and awarded the following Prize :—

To Mr. Moore—The Clement's Inn Prize—Value about £12.

The Council have given Class Certificates to the Candidatse in the Second and Third Classes.

Eighty-six Candidates gave notice for Examination.

Legal Notes and News.

Honours and Appointments.

The King, on the recommendation of the Secretary of State for Scotland, has approved the appointment of Mr. JOHN FRANCIS CARMONT, K.C., to be one of the Senators of His Majesty's College of Justice in Scotland, in place of the late Lord Sands.

The Lord Chancellor has appointed Mr. BENJAMIN PEARSON BRIDGEMAN to be the Registrar of Barnet County Court as from the 1st May, 1934.

The Lord Chancellor has appointed Mr. GEORGE WARDEN HAINES to be the Registrar of Hythe and New Romney County Court as from the 1st May, 1934.

MINISTRY OF HEALTH APPOINTMENTS.

The Minister of Health has appointed Mr. E. J. MAUDE, C.B., to be Deputy Secretary to the Ministry in succession to Sir Arthur Lowry, C.B., Deputy Secretary and Chief General Inspector, who has retired after forty-two years of service in the Local Government Board and the Ministry of Health.

The Minister has approved the appointment of Mr. T. D. HARRISON to be Solicitor and Legal Adviser to the Ministry in succession to Mr. E. J. Maude, C.B.

Mr. H. A. LEGGETT, C.B., C.B.E., Director of Establishments, will also act as Chief General Inspector of the Ministry.

Professional Announcements.

(2s. per line.)

CLIFFORD-TURNER, HOPTON & LAWRENCE of 81/87 and 44, Gresham-street, E.C.2, announce that as from the 1st May, 1934, they have admitted into partnership WILLIAM M. MITCHELL, and that in future the firm will practise under the name of CLIFFORD-TURNER & CO. at the above addresses.

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

SUMMER ASSIZES.

The following days and places have been fixed for holding the Summer Assizes, 1934 :—

MIDLAND CIRCUIT.—ACTON, J.—Monday, 7th May, at Aylesbury; Friday, 11th May, at Bedford; Thursday, 17th May, at Northampton; Thursday, 24th May, at Leicester; Monday, 4th June, at Oakham; Tuesday, 5th June, at Lincoln; Friday, 15th June, at Nottingham; Wednesday, 27th June, at Derby. LAWRENCE, J.—Thursday, 5th July, at Warwick. DU PARCQ, J., and LAWRENCE, J.—Tuesday 10th July, at Birmingham.

OXFORD CIRCUIT.—MACKINNON, J.—Saturday, 26th May, at Reading; Thursday, 31st May, at Oxford; Tuesday, 5th June, at Worcester; Saturday, 9th June, at Gloucester; Friday, 15th June, at Monmouth; Thursday, 21st June, at Hereford; Monday, 25th June, at Shrewsbury. MACKINNON J., and DU PARCQ, J.—Saturday, 30th June, at Stafford.

NORTHERN CIRCUIT.—GODDARD, J., and ATKINSON, J.—Wednesday, 23rd May, at Appleby; Friday, 25th May, at Carlisle; Wednesday, 30th May, at Lancaster; Monday, 4th June, at Liverpool; Monday, 2nd July, at Manchester.

SOUTH-EASTERN CIRCUIT.—AVORY, J.—Monday, 14th May, at Huntingdon; Thursday, 17th May, at Cambridge; Wednesday, 23rd May, at Bury St. Edmunds; Tuesday, 29th May, at Norwich; Tuesday, 5th June, at Chelmsford. HORRIDGE, J.—Saturday, 16th June, at Hertford; Thursday, 21st June, at Maidstone; Saturday, 30th June, at Kingston; Monday, 9th July, at Lewes.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Non-Witness.	MR. JUSTICE BENNETT. Witness. Part I.
		Mr.	Mr.	Mr.	Mr.
May	7	Hicks Beach	Ritchie	Jones	*Blaker
„	8	Andrews	Blaker	Hicks Beach	*Jones
„	9	Jones	More	Blaker	*Hicks Beach
„	10	Ritchie	Hicks Beach	Jones	Blaker
„	11	Blaker	Andrews	Hicks Beach	*Jones
„	12	More	Jones	Blaker	Hicks Beach

DATE.		GROUP II. MR. JUSTICE CROSSMAN. Witness. Part II.	MR. JUSTICE CLAUSON. Witness. Part II.	MR. JUSTICE LUXMOORE. Witness. Part I.	MR. JUSTICE FARWELL. Non-Witness.
		Mr.	Mr.	Mr.	Mr.
May	7	*Hicks Beach	Ritchie	*Andrews	More
„	8	Blaker	*Andrews	*More	Ritchie
„	9	*Jones	More	*Ritchie	Andrews
„	10	Hicks Beach	*Ritchie	*Andrews	More
„	11	*Blaker	Andrews	More	Ritchie
„	12	Jones	More	Ritchie	Andrews

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 10th May, 1934.

	Div. Months.	Middle Price 2 May 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	112¼	3 11 3	3 4 9
Consols 2½%	JAJO	79	3 3 3	—
War Loan 3½% 1952 or after	JD	102¾xd	3 8 1	3 5 10
Funding 4% Loan 1960-90	MN	113¼	3 10 8	3 4 9
Victory 4% Loan Av. life 29 years	MS	111¼	3 11 11	3 7 9
Conversion 5% Loan 1944-64	MN	116½	4 6 0	3 0 0
Conversion 4½% Loan 1940-44	JJ	111	4 1 1	2 10 0
Conversion 3½% Loan 1961 or after	AO	103¼	3 7 10	3 6 4
Conversion 3% Loan 1948-53	MS	100¼	2 19 10	2 19 6
Conversion 2½% Loan 1944-49	AO	94⅞	2 12 8	2 18 6
Local Loans 3% Stock 1912 or after	JAJO	91⅜	3 5 5	—
Bank Stock	AO	362½	3 6 3	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	83	3 6 3	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	91	3 5 11	—
India 4½% 1950-55	MN	110	4 1 10	3 13 3
India 3½% 1931 or after	JAJO	90	3 17 9	—
India 3% 1948 or after	JAJO	78	3 16 11	—
Sudan 4½% 1939-73	FA	113	3 19 8	1 11 10
Sudan 4% 1974 Red. in part after 1950	MN	108½	3 13 9	3 6 9
Tanganyika 4% Guaranteed 1951-71	FA	111	3 12 1	3 3 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	2 18 0
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108	3 14 1	3 12 0
*Australia (Commonw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 9
Canada 4% 1953-58	MS	108	3 14 1	3 8 4
Natal 3% 1929-49	JJ	98	3 1 3	3 3 5
*New South Wales 3½% 1930-50	JJ	99½	3 10 4	3 10 10
New Zealand 3% 1945	AO	97	3 1 10	3 6 8
Nigeria 4% 1963	AO	108	3 14 1	3 11 1
Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	101¼xd	3 9 0	3 7 10
Victoria 3½% 1929-49	AO	99	3 10 8	3 11 10
W. Australia 3½% 1935-55	AO	99	3 10 8	3 11 4
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	90½	3 6 4	—
Croydon 3% 1940-60	AO	96	3 2 6	3 4 7
Essex County 3½% 1952-72	JD	106	3 6 0	3 1 7
*Hull 3½% 1925-55	FA	100	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	91	3 5 11	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	102	3 8 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	77¼xd	3 4 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	91xd	3 5 11	—
Manchester 3% 1941 or after	FA	91	3 5 11	—
Metropolitan Consd. 2½% 1920-49	MJSD	95xd	2 12 8	2 18 4
Metropolitan Water Board 3% "A" 1963-2003	AO	92	3 5 3	3 5 11
Do. do. 3% "B" 1934-2003	MS	93	3 4 6	3 5 1
Do. do. 3% "E" 1953-73	JJ	98	3 1 3	3 1 10
Middlesex County Council 4% 1952-72	MN	110	3 12 9	3 5 2
Do. do. 4½% 1950-70	MN	115	3 18 3	3 5 7
Nottingham 3% Irredeemable	MN	90	3 6 8	—
Sheffield Corp. 3½% 1968	JJ	103	3 8 0	3 7 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	108½	3 13 9	—
Gt. Western Rly. 4½% Debenture	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	126½	3 19 1	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	123½	4 1 0	—
Gt. Western Rly. 5% Preference	MA	110½	4 10 6	—
Southern Rly. 4% Debenture	JJ	105½	3 15 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed	MA	124½	4 0 4	—
Southern Rly. 5% Preference	MA	110½	4 10 6	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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